

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.26
(ID # 23061)

MEETING DATE:
Tuesday, December 12, 2023

FROM : HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS (HWS): Approve the Form of the Subrecipient Agreements and Covenant Agreement Templates HWSCoC-0004914 with City of Corona, HWSCoC-0004915 with Coachella Valley Rescue Mission, and HWSCoC-0004916 with Valley Restart Shelter for the Use of American Rescue Plan Act (ARPA) Funds for the Emergency Resilience/Shelters Projects and Authorize the Director of HWS to Execute the Forms of the Subrecipient Agreements and Covenant Agreements; Districts 2, 4, and 5. [\$2,616,660 Total Cost – 100% Federal ARPA Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Form of ARPA Subrecipient Agreement HWSCoC-0004914 and Covenant Agreement Template with the City of Corona (Attachment A) for the Emergency Resilience/Shelters Project, for a total amount of \$1,000,000 for a period beginning upon execution through December 31, 2026;
2. Approve the attached Form of ARPA Subrecipient Agreement HWSCoC-0004915 and Covenant Agreement Template with Coachella Valley Rescue Mission (Attachment B) for the Emergency Resilience/Shelter Project, for a total amount of \$1,000,000 for a period beginning upon execution through December 31, 2026;

Continued on page 2

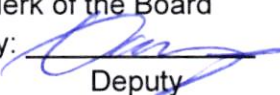
ACTION:Policy


Heidi Marshall, Director 11/21/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 12, 2023
xc: HWS

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the attached Form of ARPA Subrecipient Agreement HWSCoC-0004916 and Covenant Agreement Template with Valley Restart Shelter (Attachment C) for the Emergency Resilience/Shelter Project, for a total amount of \$616,660 for a period beginning upon execution through December 31, 2026;
4. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to execute Subrecipient Agreements and Covenant Agreements, each conforming in form and substance to the attached Forms of the Subrecipient Agreements and Covenant Agreement Templates, subject to approval as to form by County Counsel;
5. Authorize the Director of HWS, or designee, to take all necessary steps to implement the Subrecipient Agreements and Covenant Agreements, including but not limited to, signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; and
6. Authorize the Director of HWS, or designee, to administer all actions necessary related to attached Subrecipient Agreement and Covenant Agreements based on the availability of fiscal funding and as approved as to form by County Counsel, to: (a) sign amendments to the agreements that make modifications to the scope of services that stay within the intent of the agreement; (b) move the allocated funds between the subrecipients; (c) sign amendments to the agreements that make modifications to the schedule of performance for the grant projects; and (d) sign amendments extending the period of performance and modifying the compensation provisions that do not exceed the sum total of 20% of the total grant amount of the awards, as approved by U.S. Department of Treasury.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,783,327	\$833,333	\$2,616,660	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: American Rescue Plan Act Funds (100%)			Budget Adjustment: No	
			For Fiscal Year: 23/24-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

On October 4, 2022 (Minute Order 3.44), the Board of Supervisors approved a preliminary installment for the 2nd round of funding for the American Rescue Plan Act (ARPA). A \$49 million county-wide allocation was divided into five different funding categories: County Department Response (\$18 million), Emergency Resilience/Shelters (\$10 million), Economic Recovery (\$8 million), Child Care (\$8 million), and Workforce Development (\$5 million). The County of Riverside's Housing and Workforce Solutions (HWS) Department was awarded the \$10 million

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Emergency Resilience/Shelter funding to invest the award equally among each district (\$2 million per district).

On July 11, 2023 (Minute Order 3.18), the Board of Supervisors approved the initial allocation of \$7,616,660 from the ARPA Coronavirus Relief fund for the Emergency Resilience/Shelter Expansion to allocate resources towards seven (7) projects across all five districts. Staff has prepared agreements for three (3) of these projects which include the City of Corona: Hope Harrison Center, Coachella Valley Rescue Mission: Family Shelter, and Valley Restart Shelter: Pallet Village. Subrecipients understand and agree that grant funding is a one-time funding opportunity and must be fully expended by December 31, 2026. Staff recommends approval of the attached forms of the Subrecipient Agreements and Covenant Agreements for the use of the ARPA funds for the Emergency Resilience/Shelter Projects as identified below.

District	City	Agency/Project	Target Population	Number of Beds	Allocated Amount
District 2	Corona	City of Corona: Harrison Hope Center	Individuals and Families	45 beds	\$1,000,000
District 4	Indio	Coachella Valley Rescue Mission	Families with Children	60 Beds	\$1,000,000
District 5	Hemet	Valley Restart: Senior Shelter Village	Seniors	6 Beds	\$616,660

Projects Summary

City of Corona: Harrison Hope Center

The City of Corona opened the Harrison HOPE Center (HOPE Center), located at 420 W. Harrison Street in the city of Corona, Assessor Parcel Number (APN) 119-290-049. The HOPE Center opened its doors on May 31, 2023, and serves as a navigation center as well as a low-barrier shelter equipped with 40 beds to assist clients with crisis stabilization. The HOPE Center has an on-site federally qualified health center clinic that provides medical, behavioral health, oral care and workforce development services. Clients enrolled in crisis stabilization also have access to amenities such as a full-service kitchen, pet accommodations, and client storage. The ARPA funds allocated to the HOPE Center will be used to pay for construction costs that the city incurred during the rehabilitation of the project.

Coachella Valley Rescue Mission: Family Shelter

Coachella Valley Rescue Mission (CVRM), located at 47470 Van Buren Street in the City of Indio, APN 603-050-009-1, will be expanding its current facility to increase their shelter space for families who are survivors of abuse, domestic violence, or human trafficking. CVRM provides clients who are staying at the family shelter core support services, including skills training, counseling, access to healthcare and behavioral health, proper nutrition, and housing

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assistance. The ARPA funds allocated to CVRM will be used to expand the current facility by 4,000 square feet. This will provide an additional 60 beds, including a community kitchen, dayroom, flex room, and 10 private family rooms that are equipped with bathrooms. The expansion will double CVRM's current capacity of housing for families.

Valley Restart Shelter: Pallet Village

Valley Restart Shelter (VRS) operates a Pallet Village on their property located at 200 E. Menlo Avenue in the City of Hemet, APN 439-100-031-3. The village has six existing pallet shelters on the parcel which support seniors who are experiencing homelessness. VRS offers many services to their clients, including case management, skill development, pre-employment support, money management, referrals to behavioral health, senior services, and veterans affairs. The ARPA funds allocated to VRS will be used to build six additional pallet shelters within their senior village for homeless seniors. This will increase their pallet shelter count to 12 total. Funds will also be used to install an additional laundry unit and to renovate and improve their existing restrooms located at the main shelter.

Impact on Residents and Businesses

This investment will have a positive impact on the citizens and businesses in the County of Riverside and ensure safe spaces exist for individuals, families with children and youth who are experiencing homelessness.

SUPPLEMENTAL:

Additional Fiscal Information

There will be no impact upon the County's General Fund; the County's contribution to the Projects will be fully funded with ARPA funds.

Attachments:

- Attachment A: HWSCoC-0004914 Subrecipient Agreement with City of Corona
- Attachment B: HWSCoC-0004915 Subrecipient Agreement with Coachella Valley Rescue Mission
- Attachment C: HWSCoC-0004916 Subrecipient Agreement with Valley Restart Shelter

Prev.Agn.Ref.: (07/11/2023; 3.18)
(10/04/2022; 3.44)

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Brianna Lontajo, Principal Management Analyst

12/6/2023



Aaron Gettis, Deputy County Counsel

12/4/2023

GRANT AGREEMENT FOR THE USE OF
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

This GRANT AGREEMENT FOR THE USE OF AMERICAN RESCUE PLAN ACT FUNDS (“Agreement”) by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”) and CITY OF CORONA, a general law city (“GRANTEE”). The COUNTY and GRANTEE may be individually referred to herein as a “Party” and collectively as the “Parties”. This Agreement, for the use of U.S. Department of the Treasury (“U.S. Treasury”) Coronavirus State and Local Fiscal Recovery Funds (“SLRF”) under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter “ARPA” or the “Act”, is made and entered into as of the Effective Date (defined herein).

RECITALS

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the “SLFRF”; and

WHEREAS, state, territorial, local and tribal governments must comply with the Final Rule by April 1, 2022 when the Final Rule takes effect; and

WHEREAS, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the “ARPA Rules”) provide that SLFRF may be used to cover costs that are necessary expenditures incurred due to the public health emergency of the COVID-19 pandemic; and

WHEREAS, on October 19, 2021, via Minute Order 3.5, the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness; and

WHEREAS, on October 4, 2022 (Minute Order 3.44), the Board approved the second installment allocation of APRA funds to focus on projects and/or programs that serve as a

1 pathway to create affordable housing with necessary supporting infrastructure to assist low-
2 income communities disproportionately affected by the COVID-19 pandemic; and

3 WHEREAS, GRANTEE is proposing to utilize SLFRF funds to pay a portion of the costs
4 to reimburse the City of Corona for the renovation of the Harrison HOPE Center. The City of
5 Corona invested \$3 million in Phase I and Phase II renovations. The renovations were recently
6 completed in May 2023 with the Center opening in June 2023. The County will reimburse the
7 City of Corona for \$1 million of the \$3 million costs for the renovation of the Harrison Hope
8 Center. The \$1 million grant will be used to fund the operation of the Harrison Hope Center
9 System of Services. The scope of the project resulted in the replacement and/or addition of new
10 roof shingles and sheathing, addition of new facility components including but not limited to an
11 onsite clinic in the west wing of the building, a dog run shelter, security system enhancements,
12 ~~and~~ mandated Americans with Disabilities ACT (ADA) improvements in bathrooms, showers,
13 kitchen and other places in the facility and replacement of all 4 exterior ADA access ramps,
14 interior and exterior paint, new floor coverings, fencing, landscaping, storage lockers, parking lot
15 slurry seal, interior murals, new appliances for the kitchen and laundry room, new countertops in
16 the bathrooms, new HVAC systems, commercial generator installation, enhanced fire safety and
17 protection system and other renovations that transformed the functionality and life of the
18 facility.. The newly renovated Harrison HOPE Center is a 40-bed low-barrier emergency
19 shelter/navigation center that has an onsite Federally Qualified Health Center (FQHC) clinic
20 providing medical, behavioral health, and oral care services as well as a success center for
21 computer learning, job development and other services. Plus many other amenities including
22 accommodations for pets, client storage, and a full-service kitchen for meals. The City of Corona
23 developed the Harrison HOPE Center as part of an overall Homeless System of Services that
24 includes: Permanent supportive housing, tenant based rental assistance, post hospital
25 recuperative care, and a transportation/meal program that provides day services to non-shelter
26 guests make up this comprehensive system of service. The Project is located at 420 West
27 Harrison Street, Corona CA, more specifically known as Assessor's Parcel Number 119-290-049
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1 (“Property”), and as more specifically described in the legal description attached hereto and
2 incorporated herein as **Exhibit A**; and

3 WHEREAS, the purpose of this Agreement is for COUNTY to provide financial
4 assistance to GRANTEE in the maximum amount of One Million Dollars (\$1,000,000)
5 consisting of SLFRF funds, to fund the City of Corona Harrison HOPE Center renovation costs
6 to the Property, as more fully described herein; and

7 WHEREAS, pursuant to 31 CFR Part 35.6, one of the Eligible Uses (as defined under
8 ARPA Rules) of the SLFRF funds is to respond to the public health emergency or its negative
9 economic impacts for the purpose of assisting low-income households and individuals
10 disproportionately impacted by the COVID-19 pandemic through the development, repair and
11 operation of affordable housing and services or programs to increase long-term housing
12 security;

13 WHEREAS, the ARPA-assisted activities described herein comply with the Eligible
14 Uses under ARPA Rules in that they are necessary to assist populations experiencing food and
15 housing insecurity as a result of impacts due do to the COVID-19 public health emergency.

16 NOW, THEREFORE, based upon the foregoing Recitals and for good and valuable
17 consideration, the receipt and sufficiency of which is acknowledged by all Parties, the
18 COUNTY and GRANTEE hereby agree as follows:

19 1. PURPOSE. The aforementioned Recitals are true and correct and incorporated
20 herein by this reference. COUNTY has agreed provide a grant in the maximum total of One
21 Million Dollars (\$1,000,000) in ARPA funds (“ARPA Grant”) to GRANTEE upon the
22 satisfaction of the terms and conditions set forth herein, including but not limited to the
23 conditions precedent to distribution of the ARPA Grant set forth in **Section 11** below. Subject
24 also to **Sections 48** below, GRANTEE shall undertake and complete the ARPA activities
25 required herein and as set forth in **Exhibits A, B and C**, and shall utilize the ARPA Grant, as
26 required herein and pursuant to the ARPA Rules. GRANTEE shall serve people that are
27 experiencing homelessness or are chronically homeless as defined in Title 24 CFR Part 578.3
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1 (“Qualified Population(s)”).

2 2. GRANTEE’S OBLIGATIONS. Upon the commencement of the Effective Date
3 (defined in **Section 55** below), GRANTEE hereby agrees to undertake and complete the
4 following activities within the time period(s) set forth herein and in **Exhibit B**:

- 5 a. Satisfy the conditions precedent to distribution of the ARPA Grant set forth
6 in **Section 11** below.
- 7 b. Fund the Project in accordance with the timeline set forth in **Exhibit B and**
8 **C**.
- 9 c. Operate the Project in such a manner so that it will remain available to the
10 Qualified Population for the Affordability Period as defined in **Section 14**
11 below.
- 12 d. Maintain the Project in compliance with applicable local, state, federal laws,
13 codes and regulations, including but not limited to the ARPA rules, as further
14 described in **Section 17** below until the expiration of the Term of this
15 Agreement set forth in **Section 6** below, and the Affordability Period set
16 forth in **Section 14** below.
- 17 e. The SLFRF funds shall be used for only Eligible Uses under the ARPA
18 Rules and GRANTEE shall expend the SLFRF funds by December 31, 2026.
19 GRANTEE shall demonstrate to the COUNTY, in the COUNTY’s sole and
20 absolute discretion, that the SLFRF funds are deemed fully expended in
21 compliance with the ARPA Rules.

22 3. RESERVED.

23 4. ARPA GRANT. Subject to GRANTEE’s satisfaction of the conditions
24 precedent to disbursement of the ARPA Grant set forth in **Section 11** below, COUNTY shall
25 distribute the ARPA Grant to GRANTEE.

26 5. PRIOR COUNTY APPROVAL.

- 27 a. Except as otherwise expressly provided in this Agreement, approvals
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required of the COUNTY shall be deemed granted by the written approval of the Director of Housing and Workforce Solutions ("HWS"), or designee. Notwithstanding the foregoing, the Director may, in their sole discretion, refer to the governing body of the COUNTY any item requiring COUNTY approval; otherwise, "COUNTY approval" means and refers to approval by the Director of HWS, or designee.

- b. The Director of HWS, or designee, shall have the right to make changes to the attachments to this Agreement in order to ensure that all such attachments are consistent with the terms and provisions of this Agreement.

6. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective Date, as defined in **Section 55** below, and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until the later to occur of (i) December 1, 2038 or (ii) fifteen (15) years from the recordation of the Notice of Completion in the Official Records for which when construction is completed for the Project ("Term of Agreement").

7. GRANTEE'S REPRESENTATIONS. GRANTEE represents and warrants to COUNTY as follows:

- a. Authority. GRANTEE has full right, power, and lawful authority to enter into this Agreement and accept the ARPA Grant and undertake all obligations as provided herein. The execution, performance, and delivery of this Agreement by GRANTEE have been fully authorized by all requisite actions on the part of GRANTEE.
- b. No Conflict. To the best of GRANTEE's knowledge, GRANTEE's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under contract, agreement or order to which GRANTEE is a party or by which it is bound.
- c. No Bankruptcy. GRANTEE is not the subject of a bankruptcy proceeding.
- d. Prior to Closing. GRANTEE shall, upon learning of any fact or condition

1 which would cause any of the warranties and representations in this **Section**
2 **7** not to be true as of close of escrow, immediately give written notice of such
3 fact or condition to COUNTY. Such exception(s) to a representation shall
4 not be deemed a breach by GRANTEE hereunder but shall constitute an
5 exception which COUNTY shall have the right to approve or disapprove if
6 such exception would have an effect on the value and/or operation of the
7 Project.

8 8. COMPLETION SCHEDULE. GRANTEE shall proceed consistent with the
9 Schedule of Performance set forth in **Exhibit B**, as such schedule may be amended, in
10 COUNTY's sole and absolute discretion, pursuant to **Section 10**, and subject to Force Majeure
11 Delays as defined in **Section 9**.

12 9. FORCE MAJEURE DELAYS. "Force Majeure" means event(s) beyond the
13 reasonable control of GRANTEE, and which could not have been reasonably anticipated,
14 which prevent(s) GRANTEE from complying with any of its obligations under this Agreement,
15 including, but not limited to: acts of God, acts of war, acts or threats of terrorism, civil
16 disorders, strikes, labor disputes, flood, fire, explosion, earthquake or other similar acts.

17 "Force Majeure Delay" is delay due to Force Majeure that, in each case, (i)
18 materially adversely affects the performance by GRANTEE of its obligations hereunder, (ii) is
19 not reasonably foreseeable and is beyond GRANTEE's reasonable control, (iii) despite the
20 exercise of reasonable diligence, cannot be prevented, avoided or removed by GRANTEE and
21 is not attributable to the negligence, willful misconduct or bad faith of GRANTEE, and (iv) is
22 not the result of the failure of GRANTEE to perform any of its obligations under this
23 Agreement. Notwithstanding the foregoing, a Force Majeure Delay shall not be deemed to
24 have occurred unless GRANTEE has notified COUNTY in writing of such occurrence within
25 fifteen (15) days after such occurrence, and has provided COUNTY with the details of such
26 event and the length of the anticipated delay within an additional fifteen (15) days thereafter.
27 GRANTEE shall diligently attempt to remove, resolve, or otherwise eliminate such event, keep
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COUNTY advised with respect thereto, and shall commence performance of its obligations hereunder immediately upon such removal, resolution or elimination. During the occurrence and continuance of a Force Majeure Delay, GRANTEE shall be excused from performance of its obligations under this Agreement to the extent the Force Majeure prevents GRANTEE from performing such obligations.

10. EXTENSION OF TIME. Subject to **Section 2(e)** above, COUNTY may, in its sole and absolute discretion and subject to ARPA Rules, grant an extension to the Implementation Schedule set forth in **Exhibit B** for the purpose of completing GRANTEE's activities which cannot be completed as outlined in **Exhibit B**. GRANTEE shall request said extension in writing, stating the reasons therefore, which extension must be first approved in writing by the COUNTY in its sole and absolute discretion. The Director of HWS, or designee, may extend all pending deadlines in the Implementation Schedule on two (2) or fewer occasions, so long as the aggregate duration of such administrative time extensions is no greater than three hundred sixty five (365) days and complies with all ARPA Rules. Every term, condition, covenant, and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

11. CONDITIONS PRECEDENT TO DISTRIBUTION OF ARPA GRANT FUNDS. COUNTY, through its Department of HWS, shall disburse the ARPA Grant funds directly to GRANTEE, subject to the conditions precedent set forth below. COUNTY shall not disburse any ARPA Grant funds pursuant to this Agreement until the following conditions precedent have been satisfied:

- a. GRANTEE executes this Agreement and delivers to COUNTY;
- b. GRANTEE provides COUNTY with evidence of insurance as required herein;
- c. GRANTEE provides evidence it has obtain the necessary building permits to develop improvements to the property that are being proposed as outlined in **Exhibit B**;

- d. GRANTEE executes the Covenant Agreement, substantially conforming in form and substance to the Covenant Agreement attached hereto and incorporated herein as **Exhibit J**, and delivers to the County of Riverside;
- e. RESERVED;
- f. RESERVED;
- g. GRANTEE is not in default under the terms of this Agreement or any other agreement related to the financing of the Project;
- h. If Davis Bacon and/or prevailing wages are required to be paid, GRANTEE hires a qualified professional firm to review and monitor Davis Bacon and/or prevailing wage compliance for all submissions of contractors certified payrolls to COUNTY. In the event that the Project requires prevailing wages, GRANTEE shall comply with, and shall require its contractors and subcontractors performing work on the Project, to pay prevailing wages, use a skilled and trained workforce, and adhere to any applicable labor regulations and all State laws in connection with the construction of the Project, including but not limited to Article 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code, and Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. GRANTEE agrees and acknowledges that it is the responsibility of GRANTEE to obtain a legal determination, at GRANTEE's sole cost and expense, as to whether prevailing wages must be paid during the construction of the Project. If the Project is subject to prevailing wages, then GRANTEE shall be solely responsible to pay its contractors and subcontractors the required prevailing wage rates. GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to GRANTEE's failure to comply with any and all applicable Davis Bacon and/or prevailing wage requirements;

- i. GRANTEE agrees to verify that GRANTEE, and its principals, or any/all persons, contractors, consultants, businesses, etc. (“Developer Associates”), are conducting business with, are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation or from receiving federal contracts or federally approved subcontracts or from certain types of federal financial and nonfinancial assistance and benefits with the Excluded Parties Listing System (“EPLS”). EPLS records are located at www.sam.gov; and
- j. GRANTEE shall search and provide a single comprehensive list of Developer Associates (individuals and firms) and print and maintain evidence of the search results of each Developer Associate as verification of compliance with this requirement, as provided in **Exhibit I**, “Contractor Debarment Certification Form”, which is attached hereto and incorporated herein by this reference.

GRANTEE agrees to submit the following documentation to COUNTY, 180 days from execution of this Agreement:

- 1) Service Plan;
- 2) Management Plan; and
- 3) Funding commitments and sources and uses for the proposed modifications to the existing buildings for the proposed intended use.

12. REALLOCATION OF FUNDS. If GRANTEE fails to utilize the funds by December 1, 2024, then GRANTEE shall be instructed to return any remaining ARPA Grant funds back to the COUNTY after at least ten (10) days’ prior written notice to GRANTEE, unless written extension granted by County pursuant to section 13. Upon such reallocation and repayment of funds, this Agreement shall be terminated and be of no further force and effect and GRANTEE shall be released and discharged from any obligations hereunder, except as to those obligations which by their terms survive termination of this Agreement.

1 13. DISTRIBUTION OF FUNDS. COUNTY'S Board of Supervisors shall
2 determine the final disbursement and distribution of all funds received by COUNTY under
3 ARPA. Disbursement of ARPA Grant shall occur upon the satisfaction of conditions set forth
4 in **Section 11**. COUNTY shall pay GRANTEE in the form of funding draw requests with
5 supporting documents which specifically state how such funds will be expended. COUNTY
6 shall promptly review the funding draw request and supporting documentation, but in no event
7 later than thirty (30) days. COUNTY may require additional information from GRANTEE as
8 may be necessary and appropriate for COUNTY to make its determination as to allowable
9 costs. COUNTY shall deposit the sum specified in the funding draw requests into
10 GRANTEE'S bank account upon receipt of wire instructions.

11 14. TERMS OF AFFORDABILITY. The City of Corona Harrison HOPE Center
12 shall remain occupied and available to Qualified Populations, pursuant to **Section 18** below,
13 **Exhibit A**, and the Covenant Agreement attached hereto as **Exhibit J**, until the later of (i)
14 fifteen (15) years from the recordation of the Notice of Completion in the Official Records for
15 which when construction is completed for the Project, or (ii) December 1, 2038 ("Affordability
16 Period").

17 15. INSURANCE. Without limiting or diminishing GRANTEE'S obligation to
18 indemnify or hold COUNTY harmless, GRANTEE and its general contractor for the Project
19 ("General Contractor"), shall procure and maintain or cause to be maintained, at its sole cost
20 and expense, the following insurance coverages during the Term of this Agreement.

- 21 a. Builder's All Risk (Course of Construction) Insurance. GRANTEE shall
22 cause General Contractor to provide a policy of Builder's All Risk (Course of
23 Construction) insurance coverage including (if the work is located in an
24 earthquake or flood zone or if required on financed or bond financing
25 arrangements) coverage for earthquake and flood, covering the COUNTY,
26 GRANTEE and every subcontractor, of every tier, for the entire Project,
27 including property to be used in the construction of the work while such
28 property is at off-site storage locations or while in transit or temporary off-

1 site storage. Such policy shall include, but not be limited to, coverage for
 2 fire, collapse, faulty workmanship, debris removal, expediting expense, fire
 3 department service charges, valuable papers and records, trees, grass,
 4 shrubbery and plants. If scaffolding, false work and temporary buildings are
 5 insured separately by the GRANTEE or others, evidence of such separate
 6 coverage shall be provided to County prior to the start of the work. Such
 7 policy shall be written on an all risk basis and a completed value form. Such
 8 policy shall cover the full insurable value. Such policy shall also provide
 9 coverage for temporary structures (on-site offices, etc.), fixtures, machinery
 10 and equipment being installed as part of the work. GRANTEE shall be
 11 responsible for any and all deductibles under such policy. Upon request by
 12 COUNTY, GRANTEE shall declare all terms, conditions, coverages and
 13 limits of such policy. Such policy shall name the COUNTY as a loss payee
 14 as their interest may appear. If the County so provides, in its sole discretion,
 15 the All Risk (Course of Construction) insurance for the Project, then
 16 GRANTEE shall assume the cost of any and all applicable policy deductibles
 17 (currently, \$50,000 per occurrence) and shall insure its own machinery,
 18 equipment, tools, etc. from any loss of any nature whatsoever.

- 19 b. Workers' Compensation Insurance. If Grantee or General Contractor have
 20 employees as defined by the State of California, the CONTRACTOR shall
 21 maintain statutory Workers' Compensation Insurance (Coverage A) as
 22 prescribed by the laws of the State of California. Policy shall include
 23 Employers' Liability (Coverage B) including Occupational Disease with
 24 limits not less than \$1,000,000 per person per accident. The policy shall be
 25 endorsed to waive subrogation in favor of The County of Riverside. Policy
 26 shall name the COUNTY as Additional Insureds.

- 1 c. Commercial General Liability Insurance. Grantee shall maintain
2 Commercial General Liability insurance coverage, including but not limited
3 to, premises liability, unmodified contractual liability, products and
4 completed operations liability, personal and advertising injury, and cross
5 liability coverage, covering claims which may arise from or out of
6 CONTRACTOR'S performance of its obligations hereunder. Policy shall
7 name the COUNTY as Additional Insured. Policy's limit of liability shall not
8 be less than \$2,000,000 per occurrence combined single limit. If such
9 insurance contains a general aggregate limit, it shall apply separately to this
10 agreement or be no less than two (2) times the occurrence limit. Policy shall
11 name the COUNTY as Additional Insureds.
- 12 d. Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
13 performance of the obligations under this Agreement, then CONTRACTOR
14 shall maintain liability insurance for all owned, non-owned or hired vehicles
15 so used in an amount not less than \$1,000,000 per occurrence combined
16 single limit. If such insurance contains a general aggregate limit, it shall
17 apply separately to this agreement or be no less than two (2) times the
18 occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- 19 e. General Insurance Provisions – All Lines.
- 20 (i) Any insurance carrier providing insurance coverage hereunder shall
21 be admitted to the State of California and have an A M BEST rating
22 of not less than A: VIII (A:8) unless such requirements are waived, in
23 writing, by COUNTY Risk Manager. If COUNTY's Risk Manager
24 waives a requirement for a particular insurer such waiver is only valid
25 for that specific insurer and only for one policy term.
- 26 (ii) GRANTEE, or Grantee on behalf of General Contractor, must declare
27 its insurance self-insured retentions. If such self-insured retentions
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1 exceed \$500,000 per occurrence such retentions shall have the prior
2 written consent of COUNTY Risk Manager before the
3 commencement of operations under this Agreement. Upon
4 notification of self-insured retention unacceptable to COUNTY, and
5 at the election of COUNTY's Risk Manager, GRANTEE's or General
6 Contractor's, as applicable, carriers shall either: (a) reduce or
7 eliminate such self-insured retention as respects this Agreement with
8 COUNTY, or (b) procure a bond which guarantees payment of losses
9 and related investigations, claims administration, and defense costs
10 and expenses.

11 (iii) GRANTEE shall cause GRANTEE's and General Contractor's
12 insurance carrier(s) to furnish the County of Riverside with copies of
13 the Certificate(s) of Insurance and Endorsements effecting coverage
14 as required herein, and 2) if requested to do so orally or in writing by
15 COUNTY Risk Manager, provide copies of policies including all
16 Endorsements and all attachments thereto, showing such insurance is
17 in full force and effect. Further, said Certificate(s) and policies of
18 insurance shall contain the covenant of the insurance carrier(s) that
19 thirty (30) days written notice shall be given to the County of
20 Riverside prior to any material modification, cancellation, expiration
21 or reduction in coverage of such insurance. In the event of a material
22 modification, cancellation, expiration, or reduction in coverage, this
23 Agreement shall terminate forthwith, unless the County of Riverside
24 receives, prior to such effective date, another Certificate of Insurance
25 and copies of endorsements, including all endorsements and
26 attachments thereto evidencing coverages set forth herein and the
27 insurance required herein is in full force and effect. GRANTEE shall
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1 not commence operations until COUNTY has been furnished
2 Certificate(s) of Insurance and copies of endorsements and if
3 requested, copies of policies of insurance including all endorsements
4 and any and all other attachments as required in this Section. An
5 individual authorized by the insurance carrier on its behalf shall sign
6 the original endorsements for each policy and the Certificate of
7 Insurance.

8 (iv) It is understood and agreed to by the parties hereto that GRANTEE's
9 insurance shall be construed as primary insurance, and COUNTY's
10 insurance and/or deductibles and/or self-insured retentions or self-
11 insured programs shall not be construed as contributory.

12 (v) If, during the term of this Agreement or any extension thereof, there
13 is a material change in the scope of services; or, there is a material
14 change in the equipment to be used in the performance of the scope of
15 work which will add additional exposures (such as the use of aircraft,
16 watercraft, cranes, etc.); or, the term of this Agreement, including any
17 extensions thereof, exceeds five (5) years, COUNTY reserves the
18 right to adjust the types of insurance required under this Agreement
19 and the monetary limits of liability for the insurance coverages
20 currently required herein, if; in COUNTY Risk Manager's reasonable
21 judgment, the amount or type of insurance carried by GRANTEE has
22 become inadequate.

23 (vi) GRANTEE shall pass down the insurance obligations contained
24 herein to all tiers of subcontractors working under this Agreement.

25 (vii) The insurance requirements contained in this Agreement may be
26 met with a program(s) of self-insurance acceptable to COUNTY.
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(viii) GRANTEE agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. FINANCIAL AND PROJECT RECORDS. GRANTEE shall maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), in accordance with the requirements of the ARPA Rules, which records shall be open to inspection and audit by authorized representatives of COUNTY, the California Department of Finance, and the United States Department of the Treasury Office of Inspector General, during regular working hours. COUNTY, state, and federal representatives have the right of access, with at least forty-eight (48) hours prior notice, to any pertinent books, documents, papers, or other records of GRANTEE, in order to make audits, examinations, excerpts, and transcripts. Said records shall be retained for such time as may be required by the ARPA Rules, but in no event no less than five (5) years after the Project completion date as evidenced by recordation of the Notice of Completion, or after final payment is made, whichever is later, to support reported expenditures and to participate in COUNTY, state, and federal audits; except that records of individual income verifications, project rents, and project inspections must be retained for the most recent five (5) year period, until five (5) years after the Affordability Period terminates. If any litigation, claim, negotiation, audit, or other action has been started before the expiration of the regular period specified, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

17. COMPLIANCE WITH LAWS AND REGULATIONS. By executing this Agreement, GRANTEE hereby certifies that it will adhere to and comply with all federal, state and local laws, regulations and ordinances. In particular, GRANTEE shall comply with the ARPA Rules and the following as they may be applicable to GRANTEE in connection with the ARPA Grant:

- 1 a. Compliance with Executive Order 11246 of September 24, 1965, entitled
2 "Equal Employment Opportunity", as amended by Executive Order 11375 of
3 October 13, 1967, and as supplemented in Department of Labor Regulations
4 (41 CFR Part 60).The GRANTEE will not discriminate against any employee
5 or applicant for employment because of race, color, religion, sex, or national
6 origin. GRANTEE shall ensure that all qualified applicants will receive
7 consideration for employment without regard to race, color, religion, sex or
8 national origin. The GRANTEE will take affirmative action to ensure that
9 applicants are employed and the employees are treated during employment,
10 without regard to their race color, religion, sex, or national origin. Such
11 actions shall include, but are not limited to, the following: employment, up-
12 grading, demotion, or transfer; recruitment or recruitment advertising; rates of
13 pay or other forms of compensation; and selection for training, including
14 apprenticeship. The GRANTEE agrees to post in a conspicuous place,
15 available to employees and applicants for employment, notices to be provided
16 by the County setting forth the provisions of this non-discrimination clause;
- 17 b. Executive Order 11063, as amended by Executive Order 12259, and
18 implementing regulations at 24 CFR Part 107;
- 19 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended,
20 and implementing regulations;
- 21 d. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and
22 implementing regulations;
- 23 e. The regulations, policies, guidelines and requirements of the Uniform
24 Administrative Requirements, Cost Principles, and Audit Requirements for
25 Federal Awards(2 CFR Part 200) as they relate to the acceptance and use of
26 federal funds under the federally-assigned program;
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- f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
- g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;
- h. *Rights to Data and Copyrights*: Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
- i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42 U.S.C. 7401 *et seq.*) and the *Federal Water Pollution Control Act* (33 U.S.C. Section 1251 *et seq.*), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act* (42 U.S.C. 7401 *et seq.*) and the *Federal Water Pollution Control Act* as amended (33 U.S.C. Section 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j. *Anti-Lobbying Certification* (31 U.S.C. 1352): The language of the certification set forth below shall be required in all contracts or subcontracts entered into in connection with this grant activity and all GRANTEES shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by. Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.
 “The undersigned certifies, to the best of his or her knowledge or belief, that:
 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.”

- k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No contract award shall be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders (E.O.s) 12549 and 12689, “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

- l. *Drug-Free Workplace Requirements*: The Anti-Drug Abuse Act of 1988 (Pub. L. 100-690) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide

1 drug-free workplaces. Each potential recipient must certify that it will comply
2 with drug-free workplace requirements.

3 m. *Access to Records and Records Retention:* The GRANTEE or Contractor, and
4 any sub-consultants or sub-contractors, shall allow all duly authorized
5 Federal, State, and/or County officials or authorized representatives access to
6 the work area, as well as all books, documents, materials, papers, and records
7 of the GRANTEE or Contractor, and any sub-consultants or sub-contractors,
8 that are directly pertinent to a specific program for the purpose of making
9 audits, examinations, excerpts, and transcriptions. The GRANTEE or
10 Contractor, and any sub-consultants or sub-contractors, further agree to
11 maintain and keep such books, documents, materials, papers, and records, on a
12 current basis, recording all transactions pertaining to this Agreement in a form
13 in accordance with generally acceptable accounting principles. All such
14 books and records shall be retained for such periods of time as required by
15 law, provided, however, notwithstanding any shorter periods of retention, all
16 books, records, and supporting detail shall be retained for a period of at least
17 five (5) years after the expiration of the term of this Agreement, or final
18 payment is made, whichever is later.

19 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress
20 of the United States, and no Resident Commissioner shall be admitted to any
21 share or part of this Agreement or to any benefit to arise from the same.

22 o. *Energy Efficiency:* Mandatory standards and policies relating to energy
23 efficiency which are contained in the State energy conservation plan issued in
24 compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163,
25 Dec. 22, 1975; 42 U.S.C. Section 6201, et. seq., 89 Stat.871).

26 p. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity
27 that is a state agency or agency of a political subdivision of a state and its
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1 contractors must comply with 42 U.S.C. Section 6002 of the Solid Waste
2 Disposal Act, as amended by the Resource Conservation and Recovery Act.
3 The requirements of Section 6002 include procuring only items designated in
4 guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247
5 that contain the highest percentage of recovered materials practicable,
6 consistent with maintaining a satisfactory level of competition, where the
7 purchase price of the item exceeds \$10,000 or the value of the quantity
8 acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste
9 management services in a manner that maximizes energy and resource
10 recovery; and establishing an affirmative procurement program for
11 procurement of recovered materials identified in the EPA guidelines. The
12 requirements of 2 CFR 200.322, as amended effective November 12, 2020,
13 are hereby included in this Agreement as appropriate and to the extent
14 consistent with law.

- 15 q. *Contract Work Hours and Safety Standards Act (CWHSA)* (30 U.S.C. 3701-
16 3708): GRANTEE shall comply with all applicable provisions of the
17 CWHSA.
- 18 r. *Displacement, relocation, and acquisition.* The relocation requirements of
19 Title II and the acquisition requirements of Title III of the Uniform
20 Relocation Assistance and Real Property Acquisition Policies Act of 1970,
21 and the implementing regulations at 24 CFR Part 42. GRANTEE must ensure
22 that it has taken all reasonable steps to minimize the displacement of persons
23 as a result of this Project.
- 24 s. *Lead-based paint.* The ARPA-Assisted Units are subject to the lead-based
25 paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based
26 Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.). The lead-based
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1 paint provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i), also
 2 apply, irrespective of the applicable property standard under §92.251.

- 3 t. *Labor.* GRANTEE shall comply with any applicable labor regulations and all
 4 other State and Federal laws in connection with the construction of the
 5 improvements which comprise the Project, including if applicable,
 6 requirements relating to Davis Bacon. GRANTEE agrees and acknowledges
 7 that it is the responsivity of GRANTEE to obtain a legal determination, at
 8 GRANTEES sole cost and expenses as to whether Davis Bacon wages must
 9 be paid for during the construction of the Project. GRANTEE agrees to
 10 indemnify, defend, and hold COUNTY harmless from and against any and all
 11 liability arising out of a related to GRANTEE's failure to comply with any
 12 and applicable prevailing wage requirements.
- 13 u. *Model Energy Code* published by the Council of American Building Officials.
- 14 v. *Consultant Activities.* No person providing consultant services in an
 15 employer-employee type relationship shall receive more than a reasonable
 16 rate of compensation for personal services paid with ARPA funds.
- 17 w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and
 18 as may be amended from time to time. Federal awards expended as a recipient
 19 or a subrecipient, as defined therein, would be subject to single audit. The
 20 payments received for goods or services provided as a vendor would not be
 21 considered Federal awards.
- 22 x. GRANTEE shall include written agreements that include all provisions of
 23 **Section 17** if GRANTEE provides ARPA funds to for-profit owners or
 24 developers, non-profit owners or developers, sub-recipients, homeowners,
 25 homebuyers, tenants receiving tenant-based rental assistance, or contractors.
- 26 y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department
 27 of Justice Interim Guidance on Verification of Citizenship, Qualified Alien
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Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (“PRWORA”). Final Attorney General’s Order issued pursuant to PRWORA is specified under Federal Register Vol. 66, No. 10, Department of Justice Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation.

z. Build America, Buy America (BABA) Act: The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

aa. Violence Against Women Act (VAWA): VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking (‘domestic violence’). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD’s implementing regulations for VAWA’S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD’s program regulations (HUD’s VAWA regulations). VAWA 2022 amendments took effect on October 1, 2022 and 2022 VAWA’s reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or

evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly result from being a victim of domestic violence; (d) Implement a low barrier certification process and allow self-certification of domestic violence

bb. GRANTEE shall comply with all applicable local, state and federal laws in addition to the above-mentioned laws.

18. PROJECT TARGETING REQUIREMENTS. GRANTEE shall make the Project available to people that are experiencing homelessness, at risk of homelessness, or experiencing housing insecurity (“Qualified Population”). If GRANTEE intends to use the Project for a use other than to provide shelter and services to the Qualified Populations, GRANTEE shall utilize the Property for another ARPA-Eligible Activity. GRANTEE shall provide COUNTY with sixty (60) days notice of conversion for another ARPA-Eligible Activity. The approval of the alternate ARPA-Eligible Activity shall not be unreasonably withheld by COUNTY and must comply with ARPA Rules. If the Project is not used to provide shelter and services to the Qualified Populations and GRANTEE does not intend to use the Property for another ARPA-Eligible Activity, then COUNTY and GRANTEE mutually agree that this Agreement will self-terminate and any ARPA grant funds drawn shall be returned within thirty (30) calendar days. Upon such termination, this Agreement shall become null and void. COUNTY and GRANTEE shall be released and discharged respectively from their obligations under this Agreement. All cost incurred by each party on the Project will be assumed respectively.

19. ENVIRONMENTAL CLEARANCES. GRANTEE shall be responsible for obtaining any and all approvals subsequent approvals permits, environmental clearances in connection with the Project funded with SLFRF funds, in compliance with the California

Environmental Quality Act, and including but not limited to, any and all applicable federal and state environmental laws and regulations.

20. RESERVED.

21. FEDERAL REQUIREMENTS. GRANTEE shall comply with the provisions of the ARPA Rules, and all applicable federal regulations and guidelines now or hereafter enacted pursuant to the Act in addition to the federal provisions set forth in **Section 17** and in this Agreement.

22. SALE, ASSIGNMENT OR OTHER TRANSFER OF THE PROJECT.

GRANTEE hereby covenants and agrees not to sell, assign, transfer or otherwise dispose of the Project or any portion thereof, without obtaining the prior written consent of the COUNTY, which consent shall be conditioned upon receipt by the COUNTY of reasonable evidence satisfactory to the COUNTY in its sole discretion, that transferee has assumed in writing and in full, and is reasonably capable of performing and complying with the GRANTEE's duties and obligations under this Agreement, provided, however Grantee shall not be released of all obligations hereunder which accrue from and after the date of such sale.

23. INDEPENDENT CONTRACTOR. GRANTEE and its agents, servants and employees shall act at all times in an independent capacity during the term of this Agreement, and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers, or employees of COUNTY.

24. NONDISCRIMINATION. Grantee shall not discriminate on the basis of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the SLFRF. In addition, GRANTEE shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting opportunities. GRANTEE understands and agrees that violation of this clause shall be considered a material breach of this

1 Agreement and may result in termination, debarment or other sanctions. This language shall be
2 incorporated into all contracts between GRANTEE and any contractor, consultant,
3 subcontractor, subconsultants, vendors and suppliers. GRANTEE shall comply with the
4 provisions of the California Fair Employment and Housing Act (Government Code Sections
5 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all
6 Administrative Rules and Regulations issued pursuant to said Acts and Orders with respect to
7 its use of the Property.

8 GRANTEE herein covenants by and for itself, its successors and assigns, and all persons
9 claiming under or through them, that this Covenant is made and accepted upon and subject to the
10 following conditions: There shall be no discrimination against or segregation of any person or
11 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the
12 Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and
13 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,
14 in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor
15 shall the transferee itself or any person claiming under or through him or her, establish or permit
16 any such practice or practices of discrimination or segregation with reference to the selection,
17 location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the
18 Property.

19 GRANTEE, its successors and assigns, shall refrain from restricting the rental, sale, or
20 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex,
21 sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease,
22 and contract entered into with respect to the Project and the Property, or any portion thereof,
23 after the date of this Agreement shall contain or be subject to substantially the following
24 nondiscrimination or nonsegregation clauses:

- 25 a. In deeds: "The grantee herein covenants by and for himself or herself, his or
26 her heirs, executors, administrators, and assigns, and all persons claiming
27 under or through them, that there shall be no discrimination against or
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1 segregation of, any person or group of persons on account of any basis listed
2 in subdivision (a) or (d) of Section 12955 of the Government Code, as those
3 bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph
4 (1) of subdivision (p) of Section 12955, and Section 12955.2 of the
5 Government Code, in the sale, lease, sublease, transfer, use, occupancy,
6 tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or
7 any person claiming under or through him or her, establish or permit any
8 practice or practices of discrimination or segregation with reference to the
9 selection, location, number, use or occupancy of tenants, lessees, subtenants,
10 sublessees, or vendees in the premises herein conveyed. The foregoing
11 covenants shall run with the land.”

12 b. In leases: “The lessee herein covenants by and for himself or herself, his or
13 her heirs, executors, administrators, and assigns, and all persons claiming
14 under or through him or her, and this lease is made and accepted upon and
15 subject to the following conditions: That there shall be no discrimination
16 against or segregation of any person or group of persons, on account of any
17 basis listed in subdivision (a) or (d) of Section 12955 of the Government
18 Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m)
19 and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of
20 the Government Code, in the leasing, subleasing, transferring, use, occupancy,
21 tenure, or enjoyment of the premises herein leased nor shall the lessee himself
22 or herself, or any person claiming under or through him or her, establish or
23 permit any such practice or practices of discrimination or segregation with
24 reference to the selection, location, number, use, or occupancy, of tenants,
25 lessees, sublessees, subtenants, or vendees in the premises herein leased.”

26 c. In contracts: “There shall be no discrimination against or segregation of any
27 person or group of persons, on account of any basis listed in subdivision (a) or
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(d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

In addition to the obligations and duties of GRANTEE set forth herein, GRANTEE shall, upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with this Agreement or the Covenant Agreement attached hereto.

25. PROHIBITION AGAINST CONFLICTS OF INTEREST:

- a. GRANTEE and its assigns, employees, agents, consultants, officers and elected and appointed officials shall become familiar with and shall comply with the conflict of interest provisions of the COUNTY, attached hereto and incorporated herein by this reference as **Exhibit H**, those provisions contained in the ARPA Rules, and any applicable regulations promulgated by the Treasury Department related to conflict of interest, attached hereto as **Exhibit H**.
- b. Reserved.
- c. Prior to any funding under this Agreement, GRANTEE shall provide COUNTY with a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision-making process, exercise any functions or responsibilities, or gain

inside information with respect to the ARPA activities funded under this Agreement. GRANTEE shall also promptly disclose to COUNTY any potential conflict, including even the appearance of conflict that may arise with respect to the ARPA activities funded under this Agreement.

- d. Any violation of this section shall be deemed a material breach of this Agreement, and the Agreement shall be immediately terminated by COUNTY.

26. RESERVED.

27. PROJECT MONITORING AND EVALUATION.

- a. Inspections. During the Affordability Period, COUNTY will perform on-site inspections of the Project to determine compliance with the property standards and to verify the information submitted by the owners in accordance with requirements. The on-site inspections must occur within 12 months after Covenant Agreement and at least once every 3 years thereafter during the Affordability Period. If there are observed deficiencies for any of the inspectable items in the property standards established by COUNTY, a follow-up on-site inspection to verify that deficiencies are corrected must occur within 12 months. COUNTY may establish a list of non-hazardous deficiencies for which correction can be verified by third party documentation (e.g., paid invoice for work order) rather than re-inspection. Health and safety deficiencies must be corrected immediately. COUNTY must adopt a more frequent inspection schedule for properties that have been found to have health and safety deficiencies.

28. MONITORING FEE. GRANTEE shall not be required to pay an annual compliance monitoring fee to the COUNTY.

29. ACCESS TO PROJECT SITE. COUNTY, state and/or federal awarding agencies shall have the right to access the Project site and the Property at all reasonable times,

1 and upon completion of the Project upon reasonable written notice to GRANTEE, to review
2 the operation of the Project in accordance with this Agreement.

3 30. EVENTS OF DEFAULT. The occurrence of any of the following events shall
4 constitute an "Event of Default" under this Agreement:

5 a. Monetary Default. (1) GRANTEE's failure to pay when due any sums
6 payable under this Agreement or the Covenant Agreement; (2) GRANTEE's
7 or any agent of GRANTEE's use of SLFRF funds for costs other than those
8 costs permitted under this Agreement or for uses inconsistent with terms and
9 restrictions set forth in this Agreement and the ARPA Rules; (3) GRANTEE's
10 or any agent of GRANTEE's failure to make any other payment of any
11 assessment or tax due under this Agreement, and /or (4) default under the
12 terms of any senior loan documents or any other instrument or document
13 secured against the Property or the Project;

14 b. Non-Monetary Default. (1) Discrimination by GRANTEE or GRANTEE's
15 agent(s) on the basis of characteristics prohibited by this Agreement or
16 applicable law; (2) the imposition of any encumbrances or liens on the Project
17 without COUNTY's prior written approval that are prohibited under this
18 Agreement (3) GRANTEE's failure to obtain and maintain the insurance
19 coverage required under this Agreement;(4) any material default under this
20 Agreement, the Covenant Agreement, the ARPA Rules, or any document
21 executed by the County in connection with this Agreement, and /or (5) a
22 default under the terms of any senior loan documents or any other instrument
23 or document secured against the Property or the Project;

24 c. General Performance of Obligations. Any substantial or continuous or
25 repeated breach by GRANTEE or GRANTEE's agents of any material
26 obligations of GRANTEE under this Agreement;

- 1 d. General Performance of Other Obligations. Any substantial or continuous or
2 repeated breach by GRANTEE or GRANTEE's agents of any material
3 obligations of GRANTEE related to the Project imposed by any other
4 agreement with respect to the financing, development, or operation of the
5 Project; whether or not COUNTY is a party to such agreement; but only
6 following any applicable notice and cure periods with respect to any such
7 obligation;
- 8 e. Representations and Warranties. A determination by COUNTY that any of
9 GRANTEE's representations or warranties made in this Agreement, any
10 statements made to COUNTY by GRANTEE, or any certificates, documents,
11 or schedules supplied to COUNTY by GRANTEE were false in any material
12 respect when made, or that GRANTEE concealed or failed to disclose a
13 material fact to COUNTY.
- 14 f. Damage to Project. In the event that the Project is materially damaged or
15 destroyed by fire or other casualty, and GRANTEE receives an award or
16 insurance proceeds sufficient for the repair or reconstruction of the Project,
17 and GRANTEE does not use such award or proceeds to repair or reconstruct
18 the Project.
- 19 g. Bankruptcy, Dissolution and Insolvency. GRANTEE's or general partner and
20 co-general partner of GRANTEE's (1) filing for bankruptcy, dissolution, or
21 reorganization, or failure to obtain a full dismissal of any such involuntary
22 filing brought by another party before the earlier of final relief or ninety (90)
23 days after such filing; (2) making a general assignment for the benefit of
24 creditors; (3) applying for the appointment of a receiver, trustee, custodian, or
25 liquidator, or failure to obtain a full dismissal of any such involuntary
26 application brought by another party before the earlier of final relief or ninety
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(90) days after such filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

31. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. Formal notices, demands and communications between the COUNTY and the GRANTEE shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the COUNTY and the GRANTEE, as designated in **Section 53**, below. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this **Section 31**. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a “hard” copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt by the recipient; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of delivery thereof.

a. Subject to the Force Majeure Delay, as provided in **Section 9**, failure or delay by GRANTEE to perform any term or provision of this Agreement constitutes a default under this Agreement. GRANTEE must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

b. COUNTY shall give written notice of default to GRANTEE, specifying the default complained of by COUNTY. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by COUNTY in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by COUNTY in asserting any of its rights and remedies

1 shall not deprive COUNTY of its right to institute and maintain any actions or
2 proceedings which it may deem necessary to protect, assert or enforce any
3 such rights or remedies.

4 c. If a monetary event of default occurs, prior to exercising any remedies
5 hereunder, COUNTY shall give GRANTEE written notice of such default.
6 GRANTEE shall have a period of ten (10) days after such notice is given
7 within which to cure the default prior to exercise of remedies by COUNTY.

8 d. If a non-monetary event of default occurs, prior to exercising any remedies
9 hereunder, COUNTY shall give GRANTEE written notice of such default. If
10 the default is reasonably capable of being cured within thirty (30) days,
11 GRANTEE shall have such period to effect a cure prior to exercise of
12 remedies by COUNTY. If the default is such that it is not reasonably capable
13 of being cured within thirty (30) days, and GRANTEE (i) initiates corrective
14 action within said period, and (ii) diligently, continually, and in good faith
15 works to effect a cure as soon as possible, then GRANTEE shall have such
16 additional time as is reasonably necessary to cure the default prior to exercise
17 of any remedies by the injured party, but in no event no more than sixty (60)
18 days from the date of the notice of default. In no event shall COUNTY be
19 precluded from exercising remedies if its security becomes or is about to
20 become materially jeopardized by any failure to cure a default or the default is
21 not cured within sixty (60) days after the first notice of default is given.

22 e. Any cure tendered by GRANTEE'S Affiliate shall be accepted or rejected on
23 the same basis as if tendered by GRANTEE.

24 32. COUNTY REMEDIES. Upon the occurrence of an Event of Default, after notice
25 and opportunity to cure, COUNTY's obligation to disburse SLFRF funds shall terminate, and
26 COUNTY shall also have the rights and remedies permitted by this Agreement or applicable
27 law, proceed with any or all of the following remedies in any order or combination COUNTY
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may choose in its sole discretion:

- a. Terminate this Agreement, in which event the entire ARPA Grant amount as well as any other monies advanced to GRANTEE by COUNTY under this Agreement including administrative costs, shall immediately become due and payable to COUNTY at the option of COUNTY.
- b. Bring an action in equitable relief (1) seeking the specific performance by GRANTEE of the terms and conditions of this Agreement, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief.
- c. Enter the Project and take any remedial actions necessary in its judgment with respect to hazardous materials that COUNTY deems necessary to comply with hazardous materials laws or to render the Project suitable for occupancy, which costs shall be due and payable by GRANTEE to COUNTY.
- c. Pursue any and all other remedies allowed at law or in equity.

33. RESERVED.

34. GRANTEE'S WARRANTIES. GRANTEE represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable GRANTEE to fully comply with the terms of this Agreement, and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute this Agreement, (4) that the persons executing and delivering this Agreement are authorized to execute and deliver such documents on behalf of GRANTEE and (5) that neither GRANTEE nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in connection with the transaction contemplated by this Agreement.

35. GRANTEE’S CERTIFICATION. GRANTEE certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, review, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that GRANTEE shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

36. HOLD HARMLESS AND INDEMNIFICATION. GRANTEE shall indemnify and hold harmless the County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively the “Indemnified Parties”) from

1 any liability whatsoever, based or asserted upon any services of GRANTEE, its officers,
2 employees, subcontractors, agents or representatives arising out of their performance under this
3 Agreement, including but not limited to property damage, bodily injury, or death or any other
4 element of any kind or nature whatsoever arising from the performance of GRANTEE, its
5 officers, agents, employees, subcontractors, agents or representatives under this Agreement.
6 GRANTEE shall defend, at its sole expense, all costs and fees including, but not limited, to
7 attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside,
8 its Agencies, Districts, Special Districts and Departments, their respective directors, officers,
9 Board of Supervisors, elected and appointed officials, employees, agents and representatives in
10 any claim or action based upon such alleged acts or omissions.

11 With respect to any action or claim subject to indemnification herein by GRANTEE,
12 GRANTEE shall, at their sole cost, have the right to use counsel of their own choice and shall
13 have the right to adjust, settle, or compromise any such action or claim without the prior consent
14 of COUNTY; provided, however, that any such adjustment, settlement or compromise in no
15 manner whatsoever limits or circumscribes GRANTEE'S indemnification to COUNTY as set
16 forth herein.

17 GRANTEE's obligation hereunder shall be satisfied when GRANTEE has provided to
18 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
19 or claim involved.

20 The specified insurance limits required in this Agreement shall in no way limit or
21 circumscribe GRANTEE's obligations to indemnify and hold harmless COUNTY herein from
22 third party claims.

23 In the event there is conflict between this clause and California Civil Code Section 2782,
24 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
25 relieve GRANTEE from indemnifying COUNTY to the fullest extent allowed by law.

26 GRANTEE's obligations set forth in this **Section 36** shall survive the expiration or earlier
27 termination of this Agreement.
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1 37. TERMINATION.

2 a. GRANTEE. GRANTEE may terminate this Agreement prior to disbursement
3 of any ARPA Grant funds by COUNTY in accordance with the applicable
4 ARPA Rules.

5 b. COUNTY. Notwithstanding the provisions of **Section 37(a)**, COUNTY may
6 suspend or terminate this Agreement upon written notice to GRANTEE of the
7 action being taken and the reason for such action in the event one of the
8 following events occur:

9 (i) In the event GRANTEE fails to perform the covenants herein
10 contained at such times and in such manner as provided in this
11 Agreement after the applicable notice and cure provision hereof; or

12 (ii) In the event there is a conflict with any federal, state or local law,
13 ordinance, regulation or rule rendering any material provision, in the
14 judgment of COUNTY of this Agreement invalid or untenable; or

15 (iii) In the event the ARPA funding identified in **Section 1** above is
16 terminated or otherwise becomes unavailable.

17 c. This Agreement may be terminated or funding suspended in whole or in part
18 for cause. Cause shall be based on the failure of GRANTEE to materially
19 comply with either the terms or conditions of this Agreement after the
20 expiration of all applicable notice and cure provisions hereof. Upon
21 suspension of funding, GRANTEE agrees not to incur any costs related
22 thereto, or connected with, any area of conflict from which COUNTY has
23 determined that suspension of funds is necessary.

24 d. Upon expiration or earlier termination of this Agreement, GRANTEE shall
25 transfer to COUNTY any unexpended ARPA funds in its possession at the
26 time of expiration of the Agreement as well as any accounts receivable held
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1 by GRANTEE which are attributable to the use of ARPA funds awarded
2 pursuant to this Agreement.

3 38. AFFORDABILITY RESTRICTIONS. COUNTY and GRANTEE, on behalf of
4 its successors and assigns, hereby declare their express intent that the restrictions set forth in
5 this Agreement shall continue in full force and effect for the duration of the Affordability Period
6 (as defined in **Section 14** above). Each and every contract, deed or other instrument hereafter
7 executed covering and conveying the Property or any portion thereof shall be held conclusively
8 to have been executed, delivered and accepted subject to such restrictions, regardless of whether
9 such restrictions are set forth in such contract, deed or other instrument. GRANTEE shall
10 execute and record as a lien against the Property, a Covenant Agreement, substantially
11 conforming in form and substance to the Covenant Agreement attached hereto as **Exhibit J** and
12 incorporated herein by this reference, setting forth the use and income restriction required in this
13 Agreement.

14 39. MECHANICS LIENS AND STOP NOTICES. If any claim of mechanics lien is
15 filed against the Project or a stop notice affecting the ARPA Grant is served on COUNTY,
16 GRANTEE must, within twenty (20) calendar days of such filing or notification of service,
17 either pay and fully discharge the lien or stop notice, obtain a release of the lien or stop notice
18 by delivering to COUNTY a surety bond in sufficient form and amount, or provide COUNTY
19 with other assurance reasonably satisfactory to COUNTY that the lien or stop notice will be
20 paid or discharged.

21 40. ENTIRE AGREEMENT. It is expressly agreed that this Agreement embodies
22 the entire agreement of the parties in relation to the subject matter hereof, and that no other
23 agreement or understanding, verbal or otherwise, relative to this subject matter, exists between
24 the parties at the time of execution.

25 41. AUTHORITY TO EXECUTE. The persons executing this Agreement or
26 exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent
27 that they have the authority to execute this Agreement and warrant and represent that they have
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1 the authority to bind the respective parties to this Agreement to the performance of its
2 obligations hereunder.

3 42. WAIVER. Failure by a party to insist upon the strict performance of any of the
4 provisions of this Agreement by the other party, or the failure by a party to exercise its rights
5 upon the default of the other party, shall not constitute a waiver of such party's rights to insist
6 and demand strict compliance by the other party with the terms of this Agreement thereafter.

7 43. INTERPRETATION AND GOVERNING LAW. This Agreement and any
8 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of
9 the State of California. This Agreement shall be construed as a whole according to its fair
10 language and common meaning to achieve the objectives and purposes of the parties hereto, and
11 the rule of construction to the effect that ambiguities are to be resolved against the drafting party
12 shall not be employed in interpreting this Agreement, all parties having been represented by
13 counsel in the negotiation and preparation hereof.

14 44. JURISDICTION AND VENUE. Any action at law or in equity arising under
15 this Agreement or brought by a party hereto for the purpose of enforcing, construing or
16 determining the validity of any provision of this Agreement shall be filed in the Superior Court
17 of Riverside County, State of California, and the parties hereto waive all provisions of law
18 providing for the filing, removal or change of venue to any other court or jurisdiction.

19 45. SEVERABILITY. Each paragraph and provision of this Agreement is severable
20 from each other provision, and if any provision or part thereof is declared invalid, the remaining
21 provisions shall nevertheless remain in full force and effect.

22 46. MINISTERIAL ACTS. COUNTY's Director of HWS, or designee, is authorized
23 to take such ministerial actions as may be necessary or appropriate to implement the terms,
24 provisions, and conditions of this Agreement as it may be amended from time to time by both
25 parties.

26 47. MODIFICATION OF AGREEMENT. COUNTY or GRANTEE may consider it
27 in its best interest to change, modify or extend a term or condition of this Agreement, provided
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1 such change, modification or extension is agreed to in writing by the other party. Any such
2 change, extension or modification, which is mutually agreed upon by COUNTY and
3 GRANTEE shall be incorporated in written amendments to this Agreement. Such amendments
4 shall not invalidate this Agreement, nor relieve or release COUNTY or GRANTEE from any
5 obligations under this Agreement, except for those parts thereby amended. No amendment to
6 this Agreement shall be effective and binding upon the parties, unless it expressly makes
7 reference to this Agreement, is in writing, is signed and acknowledged by duly authorized
8 representatives of all parties, and approved by the COUNTY.

9 48. CONDITIONAL COMMITMENT.

- 10 a. GRANTEE Completion. The Project must be completed no later than two (2)
11 years from the Effective Date of this Agreement (the "Completion Deadline").
12 If GRANTEE is unable to meet the condition as required by this **Section 48**
13 including Extension, then COUNTY and GRANTEE mutually agree that this
14 Agreement will self-terminate. Upon such termination, this Agreement shall
15 become null and void. COUNTY and GRANTEE shall be released and
16 discharged respectively from their obligations under this Agreement, except
17 for those provisions which by their terms survive termination. All costs
18 incurred by each party on the Project will be assumed respectively.

19 49. RESERVED.

20 50. RESERVED.

21 51. EXHIBITS AND ATTACHMENTS. Each of the attachments and exhibits
22 attached hereto is incorporated herein by this reference.

23 52. MEDIA RELEASES. GRANTEE agrees to allow COUNTY to provide input
24 regarding all media releases regarding the Project. Any publicity generated by GRANTEE for
25 the Project must make reference to the contribution of COUNTY in making the Project
26 possible. COUNTY's name shall be prominently displayed in all pieces of publicity generated
27 by GRANTEE, including flyers, press releases, posters, signs, brochures, and public service
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announcements. GRANTEE agrees to cooperate with COUNTY in any COUNTY-generated publicity or promotional activities with respect to the Project.

53. NOTICES. All notices, requests, demands and other communication required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or the such other addresses as from time to time shall be designated by the respective parties and shall be sufficient if sent by United States first class, certified mail, postage prepaid, or express delivery service with a receipt showing the date of delivery.

COUNTY
Director HWS
County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501

GRANTEE
Homeless Solutions Manager
City of Corona
400 S. Vicentia Avenue
Corona, CA 92882

54. COUNTERPARTS. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

55. EFFECTIVE DATE. The effective date of this Agreement is the date the parties execute the Agreement ("Effective Date"). If the parties execute the Agreement on more than one date, then the last date the Agreement is executed by a party shall be the Effective Date.

56. FURTHER ASSURANCES. GRANTEE shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the COUNTY may from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

57. NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES. No member, official, employee or consultant of the COUNTY shall be personally liable to the GRANTEE, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may become due to the GRANTEE or to its successor, or on any obligations under the terms of this Agreement.

58. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.

- 1 a. The language in all parts of this Agreement shall in all cases be construed
2 simply, as a whole and in accordance with its fair meaning and not strictly for
3 or against any party. The parties hereto acknowledge and agree that this
4 Agreement has been prepared jointly by the parties and has been the subject of
5 arm's length and careful negotiation over a considerable period of time, that
6 each party has been given the opportunity to independently review this
7 Agreement with legal counsel, and that each party has the requisite experience
8 and sophistication to understand, interpret, and agree to the particular
9 language of the provisions hereof. Accordingly, in the event of an ambiguity
10 in or dispute regarding the interpretation of this Agreement, this Agreement
11 shall not be interpreted or construed against the party preparing it, and instead
12 other rules of interpretation and construction shall be utilized.
- 13 b. If any term or provision of this Agreement, the deletion of which would not
14 adversely affect the receipt of any material benefit by any party hereunder,
15 shall be held by a court of competent jurisdiction to be invalid or
16 unenforceable, the remainder of this Agreement shall not be affected thereby
17 and each other term and provision of this Agreement shall be valid and
18 enforceable to the fullest extent permitted by law. It is the intention of the
19 parties hereto that in lieu of each clause or provision of this Agreement that is
20 illegal, invalid, or unenforceable, there be added as a part of this Agreement
21 an enforceable clause or provision as similar in terms to such illegal, invalid,
22 or unenforceable clause or provision as may be possible.
- 23 c. The captions of the articles, sections, and subsections herein are inserted
24 solely for convenience and under no circumstances are they or any of them to
25 be treated or construed as part of this instrument.
- 26 d. References in this instrument to this Agreement mean, refer to and include
27 this instrument as well as any riders, exhibits, addenda and attachments hereto
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(which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking “herein,” “hereunder,” or “pursuant hereto” (or language of like import) means, refer to, and include the covenants, obligations, and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this instrument.

- e. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

59. TIME OF ESSENCE. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

60. BINDING EFFECT. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

61. NO THIRD-PARTY BENEFICIARIES. The Parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of COUNTY and GRANTEE, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

62. RESERVED.

63. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

- a. This Agreement shall be executed in three duplicate originals each of which is deemed to be an original. This Agreement, including all attachments hereto and exhibits appended to such attachments shall constitute the entire understanding and agreement of the parties.

- b. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements

between the parties with respect to all or any part of the Property.

- c. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the COUNTY or the GRANTEE, and all amendments hereto must be in writing and signed by the appropriate authorities of the COUNTY and the GRANTEE. This Agreement and any provisions hereof may be amended by mutual written agreement by the GRANTEE and the COUNTY.

(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, COUNTY and GRANTEE have executed this Agreement as of the dates written below.

COUNTY:

GRANTEE:

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

City of Corona, a General Law City

By: _____
Heidi Marshall, Director HWS

By: _____

Jacob Ellis

City Manager

Date: _____

Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, County Counsel

By: _____
Paula S. Salcido
Deputy County Counsel

EXHIBITS

EXHIBIT	“A”	SCOPE OF WORK
EXHIBIT	“B”	SCHEDULE OF PERFORMANCE
EXHIBIT	“C”	LINE ITEM BUDGET
EXHIBIT	“D”	FLOOR PLANS
EXHIBIT	“E”	ASSURANCE OF COMPLIANCE
EXHIBIT	“F”	SUBRECIPIENT PAYMENT REQUEST – 2076A
EXHIBIT	“G”	SUPPORTING DOCUMENTATION REQUIREMENT
EXHIBIT	“H”	PROHIBITION AGAINST CONFLICTS OF INTEREST
EXHIBIT	“I”	CONTRACTOR DEBARMENT CERTIFICATION FORM
EXHIBIT	“J”	COVENANT AGREEMENT

EXHIBIT “A”

SCOPE OF WORK

Grantee: City of Corona Homeless Solutions
Address: 420 W. Harrison Street, Corona CA, 92878
Project Title: Harrison HOPE Center Renovation
Location: City of Corona Harrison HOPE Center; APN 119-290-049

B.1 APPLICATION

- A. GRANTEE has submitted to the County of Riverside Continuum of Care (“CoC”) an application in response to ARPA 2nd Allocation – Emergency Shelter/Resilience Project Application for ARPA funds (“Application”) to provide critical assistance to individuals experiencing homelessness. COUNTY is entering into this Agreement based on, and in substantial reliance upon, GRANTEE’s facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by CoC.
- B. GRANTEE warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of GRANTEE’s knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.

B.2 BACKGROUND

- A. Project Description
Harrison Hope Center Scope of Services

GRANTEE is proposing to utilize SLFRF funds to pay a portion of the costs to reimburse the City of Corona for the renovation of the Harrison HOPE Center. The City of Corona invested \$3 million in Phase I and Phase II renovations. The renovations were recently completed in May 2023 with the Center opening in June 2023. The County will reimburse the City of Corona for \$1 million of the \$3 million costs for the renovation of the Harrison Hope Center. The \$1 million grant will be used to fund the operation of the Harrison Hope Center System of Services.

The scope of the project resulted in the replacement and/or addition of new roof shingles and sheathing, addition of new facility components including but not limited to an onsite clinic in the west wing of the building, a dog run shelter, security system enhancements, mandated Americans with Disabilities ACT (ADA)

improvements in bathrooms, showers, kitchen and other places in the facility and replacement of all 4 exterior ADA access ramps, interior and exterior paint, new floor coverings, fencing, landscaping, storage lockers, parking lot slurry seal, interior murals, new appliances for the kitchen and laundry room, new countertops in the bathrooms, new HVAC systems, commercial generator installation, enhanced fire safety and protection system and other renovations that transformed the functionality and life of the facility.

The newly renovated Harrison HOPE Center is a 40-bed low-barrier emergency shelter/navigation center that has an onsite Federally Qualified Health Center (FQHC) clinic providing medical, behavioral health, post hospital recuperative care, and oral care services as well as a success center for computer learning, job development and other services, plus many other amenities including accommodations for pets, client storage, and a full-service kitchen for meals. The City of Corona developed the Harrison HOPE Center as part of an overall Homeless System of Services that includes: Permanent supportive housing, tenant based rental assistance, post hospital recuperative care, and a transportation/meal program that provides day services to non-shelter guests and other services that make up this comprehensive system of service. The Project is located at 420 West Harrison Street, Corona CA, more specifically known as Assessor's Parcel Number 119-290-049 ("Property"), and as more specifically described in the legal description attached hereto and incorporated herein as Exhibit A; and

The City of Corona will allocate the ARPA Funding to its Contracted Operator, Mercy House. Funds will be used to support the operation of the Harrison Hope Center System of Services which includes emergency shelter, post hospital recuperative care, permanent housing programs including rental assistance, security deposits, landlord incentives, move-in kits and home furnishings, day meal services for non-shelter residents, and whatever-it-takes flexible funds and crisis stabilization support services to meet client needs to transition from emergency shelter to permanent housing.

B. Scope of Renovations

Building and APN	Existing	Proposed Construction
City of Corona: Harrison HOPE Center 420 W. Harrison Street Corona CA, 92878 APN: 119-290-049	Harrison HOPE Center	<ul style="list-style-type: none"> • New Roof and replacement of sheathing • New HVAC Units and enclosures • Interior/Exterior Paint • Decorative window Awnings • ADA improvements in bathrooms, showers, kitchen and other places in the facility and replacement of all 4

		<p>exterior ADA access ramps</p> <ul style="list-style-type: none"> • Reconstruction of the west wing into a medical clinic • Dog Run Shelter • Installation of extra-large exterior storage lockers for clients with concrete pads • Commercial back-up generator and pad • Access Control and Video Surveillance Security System for interior and exterior of facility • New flooring/coving and baseboards • New countertops, fixtures, and lights in kitchen and bathrooms • Murals (new one in success center and repair of one in dining hall) • Landscaping improvements • Electrical and lighting work • Enhanced Fire Safety and Protection System • New appliances for kitchen and laundry room • New lighting • Two Patio Covers with fans and heaters • New exterior fencing • New driveway gate with electronic opener • Replacement of windows • New Water heater • Parking lot slurry • Other miscellaneous rehab work
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C. Project Detail

Project Component Type:	Capital
Funding Costs for:	Renovation
Population Focus:	Low-barrier emergency shelter/navigation center
# of Beds:	40
Project Location	Harrison HOPE Center 420 W. Harrison St Corona CA, 92878

B.3 LEGAL DESCRIPTION OF PROPERTY

ADDRESS: 420 W. Harrison Street, Corona CA, 92878

ASSESSOR'S PARCEL NUMBER: 119-290-049

420 W. HARRISON STREET 119-290-049

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Any deviation from the timeline below during the construction phase must be reported to the COUNTY.

Activity	Completion Dates
BUILDING RENOVATION	
Harrison HOPE Center Renovation	
Pre-Construction – Contract signed, file for permits. SUBRECIPIENT shall obtain and pay for all necessary permits and licenses relative to the project and be prepared to present said documents to the COUNTY, upon request.	No later than <u>Completed</u>
RENOVATION	
Rehabilitate existing rooms	No later than May 2023
Reconfigure and design layout	No later than May 2023
Repair and paint exterior/interior surfaces	No later than May 2023
Install new roof and replacement of sheathing	No later than <u>May 2023</u>
Reconstruct in the west wing of the building to add onsite clinic	No later than May 2023
Add dog run shelter	No later than <u>May 2023</u>
Include ADA improvements in bathrooms, showers, kitchen and other places in the facility and replacement of all 4 exterior ADA access ramps	No later than <u>May 2023</u>
Other miscellaneous rehab work	No later than May 2023
SITE IMPROVEMENTS	
Install new flooring/coving and baseboards	No later than <u>May 2023</u>
Install decorative window awnings	No later than <u>May 2023</u>
Install landscaping improvements	No later than May 2023
Install new driveway gate with electronic opener	No later than May 2023
Repave and pour parking lot slurry	No later than May 2023

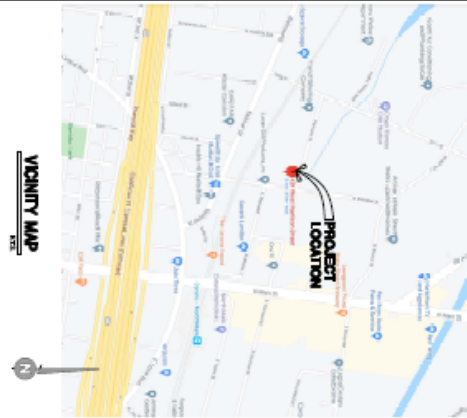
Install new countertops, fixtures, and lights in kitchen and bathrooms	No later than May 2023
Install extra-large exterior storage lockers for clients with concrete pads	No later than May 2023
Install new exterior fencing	No later than May 2023
Install two (2) new patio covers with fans and heaters	No later than May 2023
Paint murals (new one in success center and repair of one in dining hall)	No later than May 2023
MECHANICAL/PLUMBING	
Upgrade existing mechanical equipment with new appliances for kitchen and laundry room	No later than May 2023
Upgrade existing plumbing equipment with new water heater	No later than May 2023
ELECTRICAL	
Add commercial emergency back-up generator and pad	No later than May 2023
Add new HVAC Units and enclosures	No later than May 2023
Install Access Control and Video Surveillance Security System for interior and exterior of facility	No later than May 2023
Install all electrical and lighting work necessary, including light fixtures, electrical outlets in rooms and common areas	No later than May 2023
Install enhanced fire safety and protection system to include smoke and carbon monoxide detectors where required	No later than May 2023
Submit actual final project cost and completion report	No later than May 2023
Submit supportive service plan	No later than May 2023
Receive occupancy	No later than <u>June 2023</u>

EXHIBIT “C”

LINE ITEM BUDGET

CITY OF CORONA – Harrison HOPE Center			
Description	Cost	ARPA Funding	
		City of Corona will allocate the ARPA Funding to its Contracted Operator, Mercy House. Funds will be used to support the operation of the Harrison Hope Center System of Services	
PHASE 1 DESCRIPTION		Mercy House Budget Category Description	Budget Allocation
JA Urban Contract	\$1,001,817	Direct Staff Cost	\$250,000
Pettit Engineers & Architects Design	\$100,000	Other Direct Cost	\$650,000
Construction Management	\$25,000	Indirect Costs/Admin	\$100,000
20% Contingency	\$200,364		
Total Phase 1 Costs	\$1,327,181	Total	\$1,000,000
PHASE 2 DESCRIPTION			
Security System Contract with ADT	\$251,700		
Security System Contract 20% Contingency	\$50,340		
Operations/Infrastructure Costs for Internet Service, Network Cabling, Firewall, and Wireless Access Points	\$46,896		
Design Costs	\$101,843		
Outstanding ADA Compliance Work from CASP Report	\$18,157		
Construction Management	\$45,000		
Project Management	\$20,000		
Golden Gate Steel Prime Contract	\$972,329		
20% Contingency	\$194,466		
Total Phase 2 Costs	\$1,700,731		
Grand Total of all Costs	\$3,027,912	Total ARPA Grant	\$1,000,000

FLOOR PLAN



OWNER
CITY OF CORONA
400 S. Main Street, Apt. 100
Corona, CA 92625
Telephone: (951) 738-2400



HARRISON ENERGY SHELTER-PH 2

Located at
420 W. Harrison St.
Corona, CA 92880

Abstracts
PTIT
 1787 Pomona Rd, Ste D
 Corona, CA 92626
 Telephone (951) 756-8581

SITE DATA

LEGAL DESCRIPTION

SUBJECTS: 000 / INC IN INDIA
SUBJECTS: 000 / INC IN INDIA
SUBJECTS: 000 / INC IN INDIA

LEGAL DESCRIPTION

RECEIVED DATE / FROM THE LIBRARY OF
MICHIGAN I. THOMAS MAY 2002.

PARKING TABULATION

[illegible]

CODE ANALYSIS - 2019 CBC

DATE	DESCRIPTION	AMOUNT	BALANCE
1990-01-01	OPENING BALANCE	100.00	100.00
1990-01-15	PAYROLL	50.00	50.00
1990-01-31	CHECK #1001	25.00	25.00
1990-02-15	DEPOSIT	75.00	100.00
1990-02-28	CHECK #1002	30.00	70.00
1990-03-15	PAYROLL	50.00	20.00
1990-03-31	CHECK #1003	20.00	0.00
1990-04-01	CLOSING BALANCE		0.00

Subtotal: 600,000,000

THE HALL & LLOYD
THE CONTROL SYSTEMS UNIT
30-39 45th Ave. 2nd Fl.
Long Beach, CA 90803

PROPOSED REVISIONS

NO-TO-BE-DONE

Revised Draft

1. THE SPEAKERS AGREEED FOR RESEARCH AND CONSTRUCTION TO START SEPARATE RESEARCH PLANS FOR ALTERNATIONS FOR REVIEW AND APPROVAL.
2. THE ALIAS SYSTEM.
3. SEPARATE ALIAS SYSTEM.
4. ALIAS UPDATES NOT ASSOCIATED TO PHASE 2 RESEARCH.

SHEET INDEX

ANSWERS

1. b. The correct list is a, b, and c.
2. a. School with, strictly a middle school.
3. c. Extra time.
4. c. Multiple time.
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REFERENCES

6-11 **CEBA WITH TRAIL**

INTRODUCTION

THE LIMITED WARRANTY

WILLIAMS, J. R. 1983. EFFECTS OF
WIND SPEED ON THE
WIND-INDUCED
WAVE-INDUCED
WAVE-INDUCED
WAVE-INDUCED

[illegible]

ISSUES		STATUS	DATE
1	2ND CITY RESUBMITTAL	REC'D	5/1/97
2	2ND CITY RESUBMITTAL	REC'D	5/1/97
3	4TH CITY RESUBMITTAL	REC'D	5/1/97
4			
5			
6			
7			
8			
9			
10			



PETTIT
ENGINEERING • ARCHITECTURE • CONSTRUCTION MANAGEMENT

1787 POWERS ROAD, SUITE D
CORONA, CALIFORNIA 92706
PHONE (951) 736-8161
FAX (951) 736-8870

APPROVED BY _____
DATE _____
JOHN DUNN, JR., P.E.
CIVIL ENGINEER
NO. 0018

PROJECT TITLE
CITY OF OAKLAND
400 S. VANDERBILT
OAKLAND, CA 94612

DATE	10/10/79
TIME	1:00

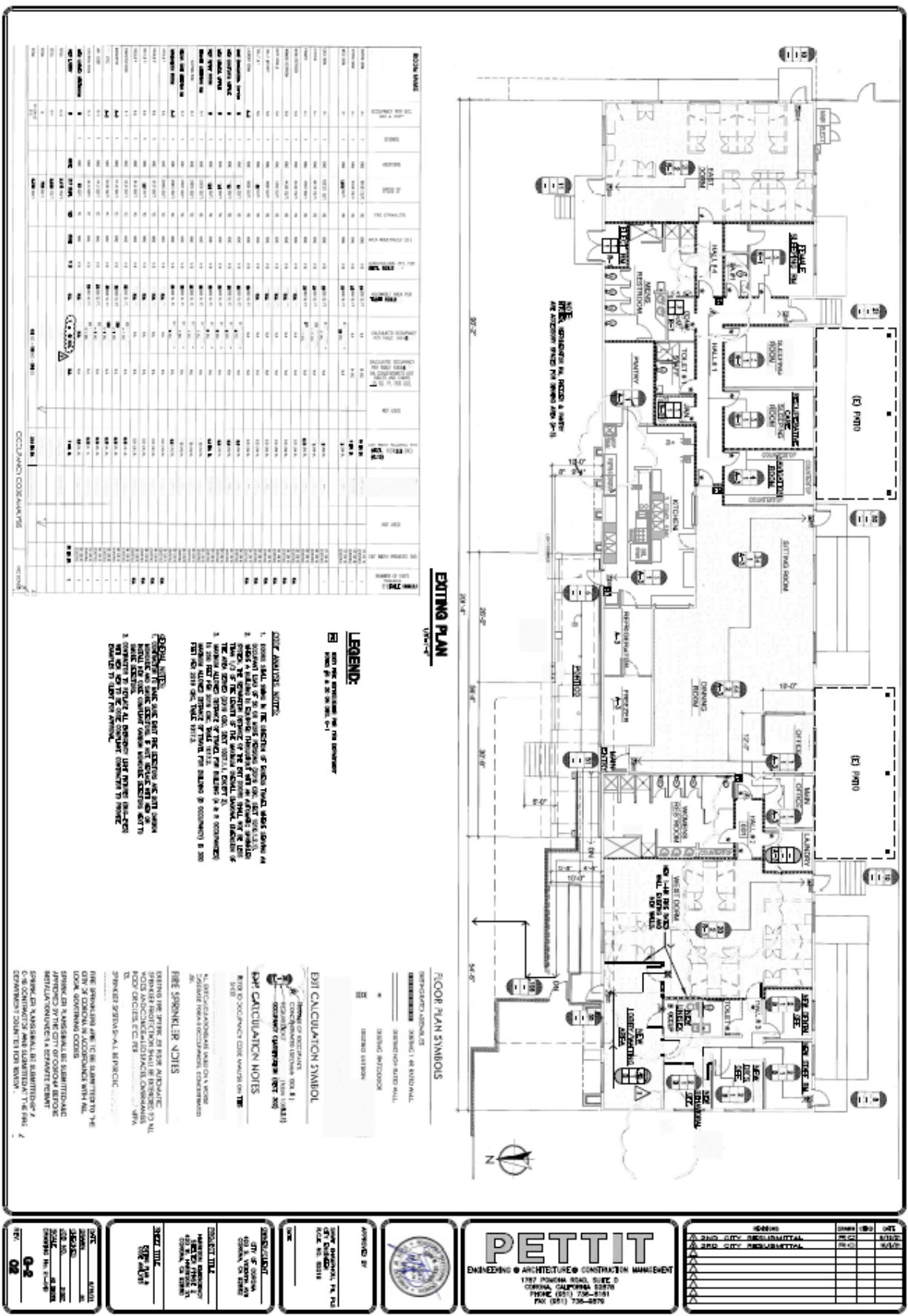
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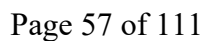
ARCHITECTURAL ABBREVIATIONS

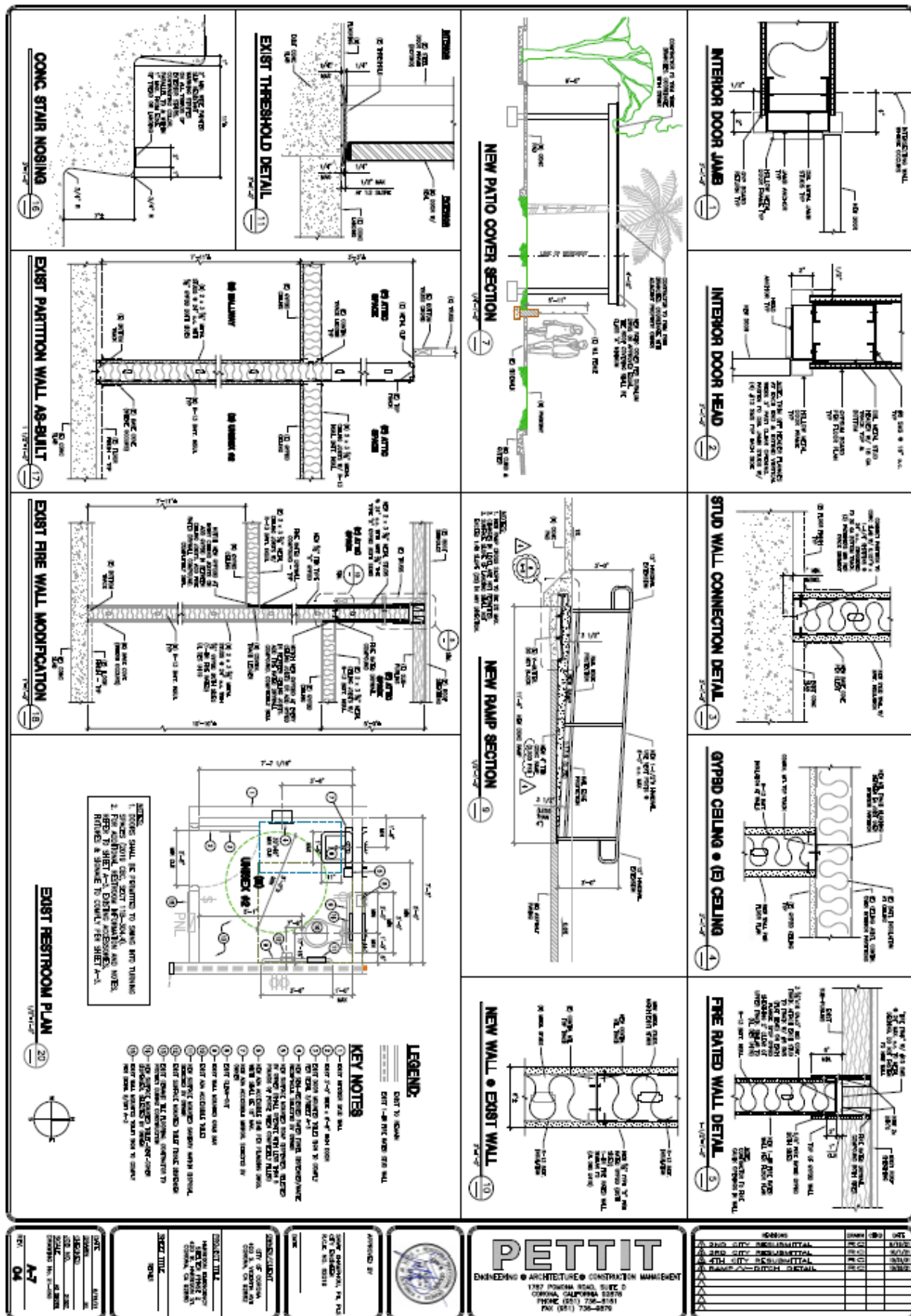
GENERAL NOTES (cont.)

- BLDG. DEPARTMENT NOTES**

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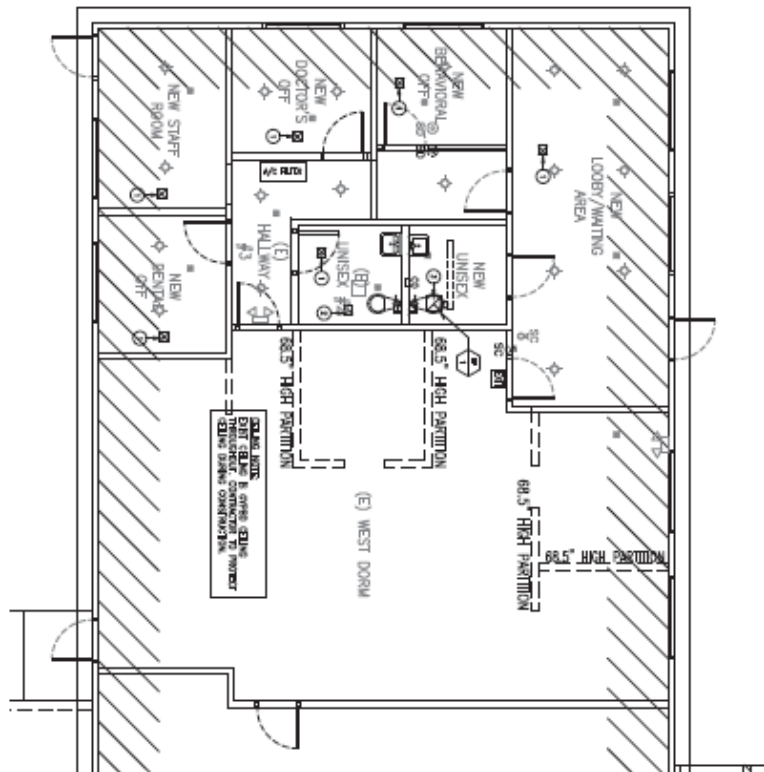






NEW CEILING MOUNTED EXHAUST FAN SCHEDULE									
FAN	LOCATION	MAKE	MODEL	CFM	SP	WING	SPACES	TYPE	ELECTRICAL
1	CLINIC ROOM	GRAN	100	62	800	-	-	CEILING FAN	120 V 1 PHASE
2									20 AMP
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ENLARGED MECHANICAL CEILING PLAN - WEST WING



LEGEND:

- EXIST. EXHAUST FAN
- NEW EXHAUST FAN
- EXHAUST FAN TO BE REMOVED
- EXHAUST FAN TO BE INSTALLED

KEY NOTES:

- 1- EXHAUST FAN TO BE INSTALLED IN LLOBBY/ WAITING AREA
- 2- EXHAUST FAN TO BE INSTALLED IN RECEPTION
- 3- EXHAUST FAN TO BE INSTALLED IN DOCTOR'S OFFICE
- 4- EXHAUST FAN TO BE INSTALLED IN NEW STAFF ROOM
- 5- EXHAUST FAN TO BE INSTALLED IN LINEN ROOM
- 6- EXHAUST FAN TO BE INSTALLED IN EXAM ROOM
- 7- EXHAUST FAN TO BE INSTALLED IN EXAM ROOM
- 8- EXHAUST FAN TO BE INSTALLED IN EXAM ROOM
- 9- EXHAUST FAN TO BE INSTALLED IN EXAM ROOM
- 10- EXHAUST FAN TO BE INSTALLED IN EXAM ROOM

PROJECT TITLE HARRISON DUNDEE 400 S. HARRISON ST. CHICAGO, IL 60606	DATE 11/11/11	REVISIONS 11/11/11	PROJECT TITLE HARRISON DUNDEE 400 S. HARRISON ST. CHICAGO, IL 60606	DATE 11/11/11	REVISIONS 11/11/11	PROJECT TITLE HARRISON DUNDEE 400 S. HARRISON ST. CHICAGO, IL 60606	DATE 11/11/11	REVISIONS 11/11/11	PROJECT TITLE HARRISON DUNDEE 400 S. HARRISON ST. CHICAGO, IL 60606	DATE 11/11/11	REVISIONS 11/11/11
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ELECTRICAL SYMBOL LIST

- [illegible]

ELECTRICAL SYMBOL LIST

- [illegible]

LIGHTING FIXTURE SCHEDULE

LIGHTING FIXTURE SCHEDULE				
ITEM	DESCRIPTION	MANUFACTURER	QUANTITY	REMARKS
1	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
2	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
3	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
4	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
5	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
6	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
7	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
8	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
9	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
10	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
11	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
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14	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
15	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
16	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
17	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
18	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
19	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'
20	1x6' LED DOWNLIGHT	OSRAM	20	20' x 20' x 8'

UNIT		MAY 1997		JUN 1997		JUL 1997		AUG 1997		SEP 1997		OCT 1997		NOV 1997		DEC 1997		TOTAL		AVERAGE	
UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
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UNIT		MAY 1997		JUN 1997		JUL 1997		AUG 1997		SEP 1997		OCT 1997		NOV 1997		DEC 1997		TOTAL		AVERAGE	
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UNIT		MAY 1997		JUN 1997		JUL 1997		AUG 1997		SEP 1997		OCT 1997		NOV 1997		DEC 1997		TOTAL		AVERAGE	
UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
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155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176
177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198
199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220
221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242
243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264
265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286
287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308
309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330
331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352
353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374
375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396
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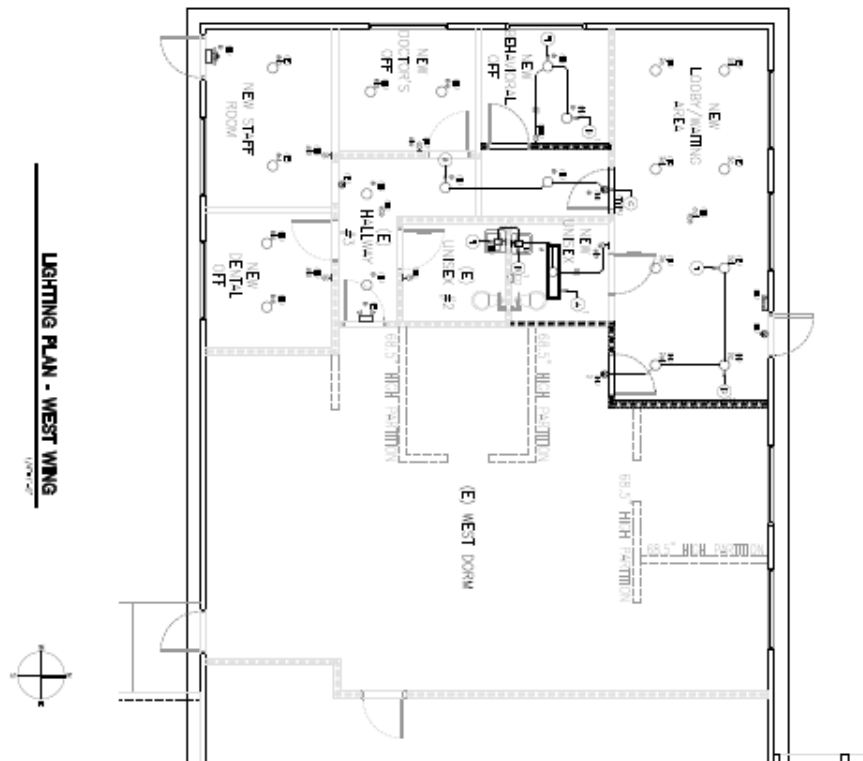
UNIT		MAY 1997		JUN 1997		JUL 1997		AUG 1997		SEP 1997		OCT 1997		NOV 1997		DEC 1997		TOTAL		AVERAGE	
UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66
67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88
89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110
111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132
133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154
155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171					

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

PANEL NOTE

- ①** check the client's vital signs, coughing and sputum to identify what level the client needs + write down 4-6 cues

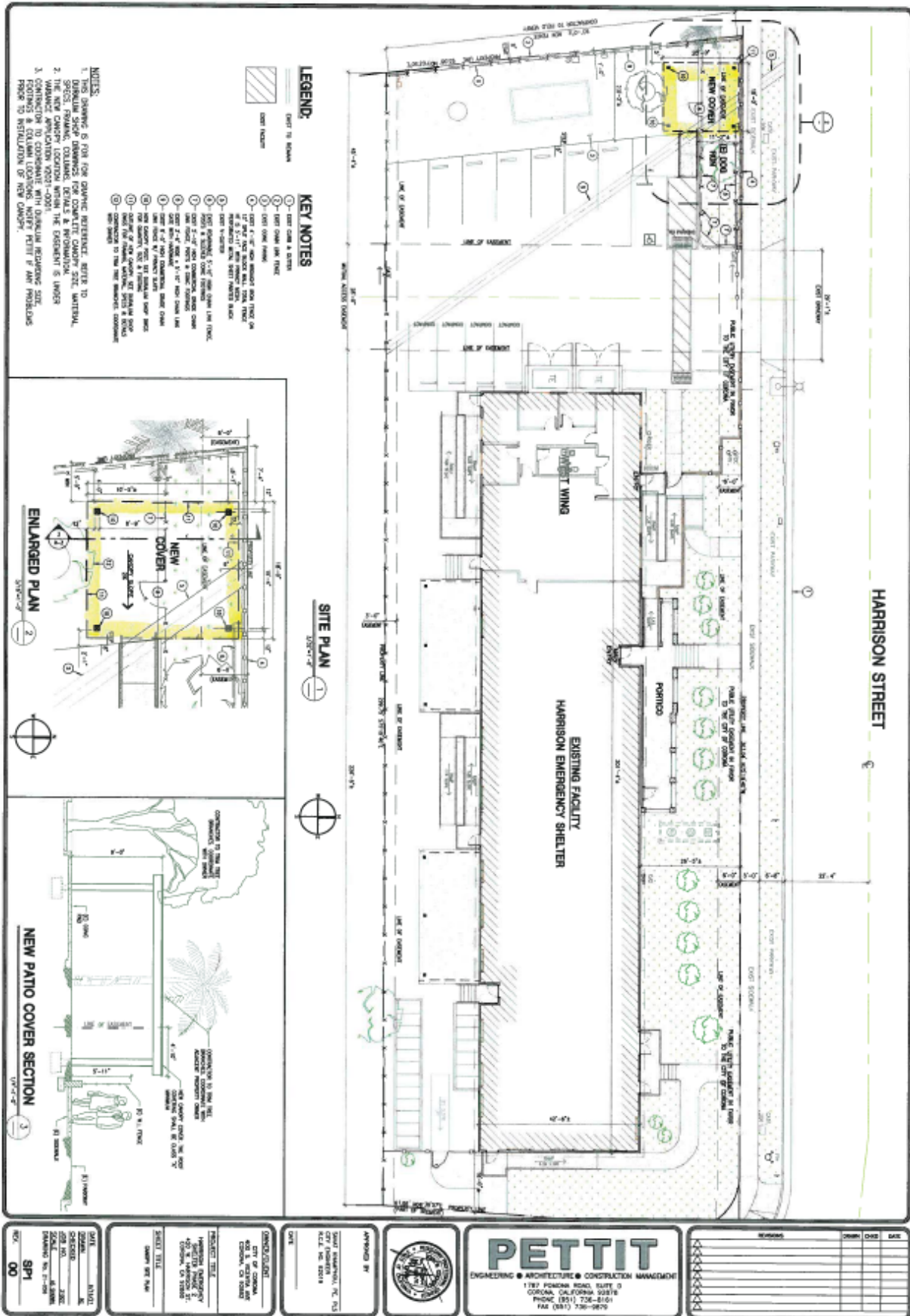




1. 關於「國際化」的議題，下列何者為「非」本國文化之展現？
 - (A) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (B) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (C) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (D) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
2. 下列何者為「國際化」的議題？
 - (A) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (B) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (C) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (D) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
3. 下列何者為「國際化」的議題？
 - (A) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (B) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (C) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (D) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
4. 下列何者為「國際化」的議題？
 - (A) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (B) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (C) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (D) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
5. 下列何者為「國際化」的議題？
 - (A) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (B) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (C) 日本文化與中國文化之結合，發展出「和風」(Japansize)。
 - (D) 日本文化與中國文化之結合，發展出「和風」(Japansize)。



PETTIT ENGINEERING • ARCHITECTURE • CONSTRUCTION MANAGEMENT 1787 POMONA ROAD, SUITE D CORONA, CALIFORNIA 92618 (951) 736-0018 FAX (951) 736-0072		DATE: _____ DRAWN BY: _____ CHECKED BY: _____ SCALE: _____ PROJECT NO.: _____ SHEET NO.: _____ OF _____	
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DATE SIGNED: DECEMBER 17, 2019

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EXPIRES ON: JUNE 30, 2022

REVISIONS		DATE	DESCRIPTION

FILE #	DATE OF
11	07/07/19
OWNER BY	NO
DESIGNED	NO

IAPMO 195 V.3.1.2

SOLID PANEL STRUCTURES:
TYPE C

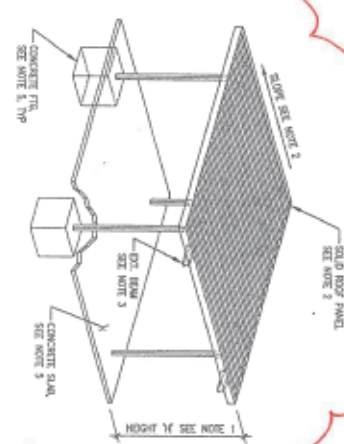
S1.3

TABLE 1
MINIMUM NUMBER OF POSTS REQUIRING
A STATE CLARIFICATION FROM A PLS

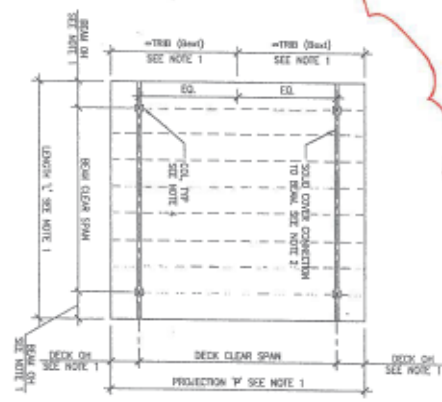
INFLUENZA A VIRUS (H1N1) 2009									
DISEASE PREVALENCE (%)									
AGE	15y	16y	17y	18y	19y	20y	21y	22y	23y
Male	15.0	10.0	5.0	3.0	2.0	1.0	0.5	0.2	0.1
Female	12.0	8.0	4.0	2.0	1.0	0.5	0.2	0.1	0.05
Total	13.5	9.0	4.5	2.5	1.5	0.75	0.35	0.15	0.075
15-19	15.0	10.0	5.0	3.0	2.0	1.0	0.5	0.2	0.1
20-24	12.0	8.0	4.0	2.0	1.0	0.5	0.2	0.1	0.05
25-29	10.0	6.0	3.0	1.5	0.8	0.4	0.2	0.1	0.05
30-34	8.0	4.0	2.0	1.0	0.5	0.2	0.1	0.05	0.025
35-39	6.0	3.0	1.5	0.8	0.4	0.2	0.1	0.05	0.025
40-44	4.0	2.0	1.0	0.5	0.2	0.1	0.05	0.025	0.0125
45-49	3.0	1.5	0.8	0.4	0.2	0.1	0.05	0.025	0.0125
50-54	2.0	1.0	0.5	0.2	0.1	0.05	0.025	0.0125	0.00625
55-59	1.5	0.8	0.4	0.2	0.1	0.05	0.025	0.0125	0.00625
60-64	1.0	0.5	0.2	0.1	0.05	0.025	0.0125	0.00625	0.003125
65-69	0.8	0.4	0.2	0.1	0.05	0.025	0.0125	0.00625	0.003125
70-74	0.5	0.2	0.1	0.05	0.025	0.0125	0.00625	0.003125	0.0015625
75-79	0.3	0.1	0.05	0.025	0.0125	0.00625	0.003125	0.0015625	0.00078125
80-84	0.2	0.1	0.05	0.025	0.0125	0.00625	0.003125	0.0015625	0.00078125
85-89	0.1	0.05	0.025	0.0125	0.00625	0.003125	0.0015625	0.00078125	0.000390625
90-94	0.05	0.025	0.0125	0.00625	0.003125	0.0015625	0.00078125	0.000390625	0.0001953125
95-99	0.025	0.0125	0.00625	0.003125	0.0015625	0.00078125	0.000390625	0.0001953125	0.00009765625
100	0.0125	0.00625	0.003125	0.0015625	0.00078125	0.000390625	0.0001953125	0.00009765625	0.000048828125

1. NUMBER OF MONTHS SHOWN IN THIS TABLE IS A VARIABLE, AND POSITS ARE REQUIRED TO ENSURE THAT THE VALUES SPEAKING (GIVEN) ON SHEETS SEPARATELY ARE NOT EXCEEDED.
2. THIS TABLE IS TO BE USED IN CONJUNCTION WITH TABLE 10B.3.
3. THIS TABLE DOES NOT APPLY IF THE SITE PLANTS ARE PROVIDED FOR AERIAL/NUCLEAR PLANTS AND THE BEAN IS CONNECTED TO THE COLUMN DIRECTLY PER 10B.3.03 ON WITHIN A BUNCH PER 10B.4.5.

TABLE 1 - MINIMUM NUMBER OF COL.
REQUIRING TOP ATTACHMENT
PER 3/8/83



B ISOMETRIC VIEW



C PLAN VIEW

SOLID PANEL STRUCTURE TYPE C: FREESTANDING SINGLE SPAN WITH OPTIONAL CANTILEVER

- [illegible]

5. DETAILS
- a. SEE SHEET 34.1 & 34.2 FOR BEAM DETAILS.
 - b. SEE SHEET 34.3 FOR BEAM CONNECTIONS & DETAILS.
 - c. SEE SHEET 34.5/1.2 AND 34.6/4 FOR WALLS SHOWING WALL/SLAB BEAM Joints.
 - d. SEE SHEET 32.2 FOR INDICATION OF BEAM WALL/SLAB SPAN WHEN INDICATING FOR SHOW DLAYS.
 - e. SEE SHEET 34.4 FOR BEAM CONNECTIONS & DETAILS.
 - f. SEE SHEET 34.1 FOR BEAM SPICE DETAIL WHERE REQUIRED.
6. COLUMNS
- a. SEE NOTE 1 ON THE SHEET FOR MINIMUM NUMBER OF PILES REQUIRED BASED ON SHEET 34.3 FOR COLUMN HEADS.
 - b. SEE SHEET 34.3 FOR COLUMN HEADS.
 - c. SEE SHEET 35/1.2 AND 34.6 FOR WALLS SHOWING WALL/SLAB FOOT SPACING.
 - d. SEE SHEET 34.4 AND 34.6 FOR PILE CONNECTIONS & DETAILS.
7. FOUNDATION
- a. SEE SHEETS 37.1 AND 37.2 FOR COLUMN CONNECTION TO FOUNDATION.
 - b. SEE BEAM SPAN DETAILS ON SHEET 34.6 FOR MINIMUM TYPING SIZE FOR PILE COVER SPECIFICALLY ON CONCRETE PILING, BASED ON BEAM SPAN SELECTED.
 - c. SEE 37.1 FOR MINIMUM TYPING SIZE.

- [illegible]

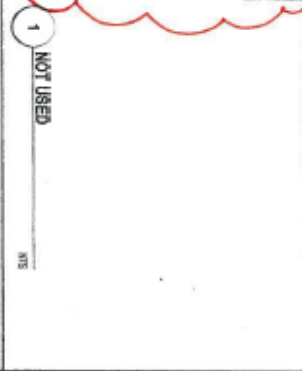
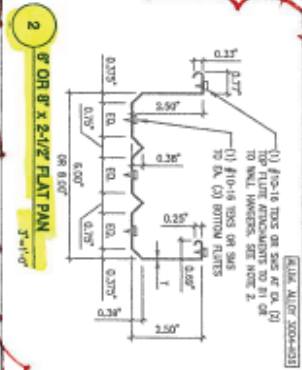
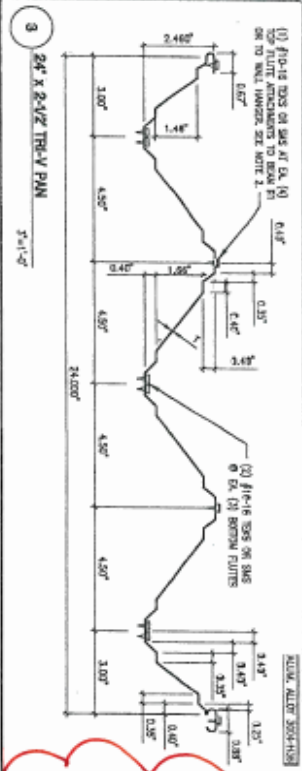


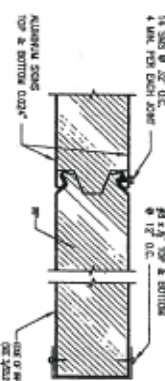
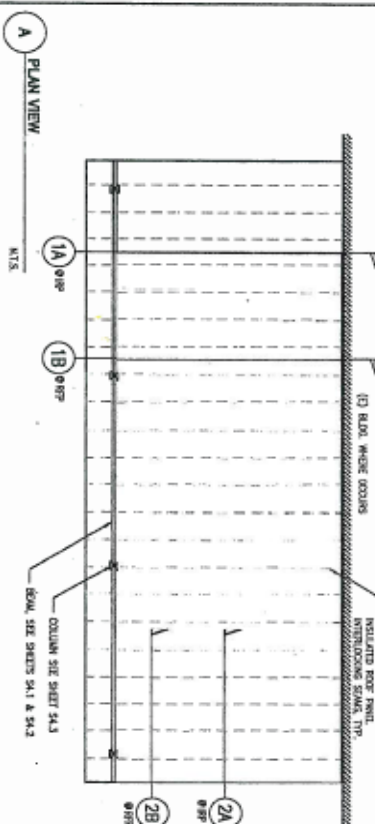
TABLE 1A - FREESTANDING COVERS
MAXIMUM SPAN FOR 24' TFL-V PAN

WIND SPEED AND EXPOSURE	10 B	15 C	20 D	30 E	40 F	50 G	60 H	70 I	80 J	90 K	100 L	115 M	130 N	150 O	170 P	190 Q	215 R	240 S	265 T	290 U	315 V	340 W	370 X	400 Y	450 Z	500 AA	550 BB	600 CC	650 DD	700 EE	750 FF	800 GG	850 HH	900 II	950 JJ	1000 KK	1050 LL	1100 MM	1150 NN	1200 OO	1250 PP	1300 QQ	1350 RR	1400 SS	1450 TT	1500 UU	1550 VV	1600 WW	1650 XX	1700 YY	1750 ZZ	1800 AAA	1850 BBB	1900 CCC	1950 DDD	2000 EEE	2050 FFF	2100 GGG	2150 HHH	2200 III	2250 JJJ	2300 KKK	2350 LLL	2400 MMM	2450 NNN	2500 OOO	2550 PPP	2600 QQQ	2650 RRR	2700 SSS	2750 TTT	2800 UUU	2850 VVV	2900 WWW	2950 XXX	3000 YYY	3050 ZZZ	3100 AAA	3150 BBB	3200 CCC	3250 DDD	3300 EEE	3350 FFF	3400 GGG	3450 HHH	3500 III	3550 JJJ	3600 KKK	3650 LLL	3700 MMM	3750 NNN	3800 OOO	3850 PPP	3900 QQQ	3950 RRR	4000 SSS	4050 TTT	4100 UUU	4150 VVV	4200 WWW	4250 XXX	4300 YYY	4350 ZZZ	4400 AAA	4450 BBB	4500 CCC	4550 DDD	4600 EEE	4650 FFF	4700 GGG	4750 HHH	4800 III	4850 JJJ	4900 KKK	4950 LLL	5000 MMM	5050 NNN	5100 OOO	5150 PPP	5200 QQQ	5250 RRR	5300 SSS	5350 TTT	5400 UUU	5450 VVV	5500 WWW	5550 XXX	5600 YYY	5650 ZZZ	5700 AAA	5750 BBB	5800 CCC	5850 DDD	5900 EEE	5950 FFF	6000 GGG	6050 HHH	6100 III	6150 JJJ	6200 KKK	6250 LLL	6300 MMM	6350 NNN	6400 OOO	6450 PPP	6500 QQQ	6550 RRR	6600 SSS	6650 TTT	6700 UUU	6750 VVV	6800 WWW	6850 XXX	6900 YYY	6950 ZZZ	7000 AAA	7050 BBB	7100 CCC	7150 DDD	7200 EEE	7250 FFF	7300 GGG	7350 HHH	7400 III	7450 JJJ	7500 KKK	7550 LLL	7600 MMM	7650 NNN	7700 OOO	7750 PPP	7800 QQQ	7850 RRR	7900 SSS	7950 TTT	8000 UUU	8050 VVV	8100 WWW	8150 XXX	8200 YYY	8250 ZZZ	8300 AAA	8350 BBB	8400 CCC	8450 DDD	8500 EEE	8550 FFF	8600 GGG	8650 HHH	8700 III	8750 JJJ	8800 KKK	8850 LLL	8900 MMM	8950 NNN	9000 OOO	9050 PPP	9100 QQQ	9150 RRR	9200 SSS	9250 TTT	9300 UUU	9350 VVV	9400 WWW	9450 XXX	9500 YYY	9550 ZZZ	9600 AAA	9650 BBB	9700 CCC	9750 DDD	9800 EEE	9850 FFF	9900 GGG	9950 HHH	10000 III	10050 JJJ	10100 KKK	10150 LLL	10200 MMM	10250 NNN	10300 OOO	10350 PPP	10400 QQQ	10450 RRR	10500 SSS	10550 TTT	10600 UUU	10650 VVV	10700 WWW	10750 XXX	10800 YYY	10850 ZZZ	10900 AAA	10950 BBB	11000 CCC	11050 DDD	11100 EEE	11150 FFF	11200 GGG	11250 HHH	11300 III	11350 JJJ	11400 KKK	11450 LLL	11500 MMM	11550 NNN	11600 OOO	11650 PPP	11700 QQQ	11750 RRR	11800 SSS	11850 TTT	11900 UUU	11950 VVV	12000 WWW	12050 XXX	12100 YYY	12150 ZZZ	12200 AAA	12250 BBB	12300 CCC	12350 DDD	12400 EEE	12450 FFF	12500 GGG	12550 HHH	12600 III	12650 JJJ	12700 KKK	12750 LLL	12800 MMM	12850 NNN	12900 OOO	12950 PPP	13000 QQQ	13050 RRR	13100 SSS	13150 TTT	13200 UUU	13250 VVV	13300 WWW	13350 XXX	13400 YYY	13450 ZZZ	13500 AAA	13550 BBB	13600 CCC	13650 DDD	13700 EEE	13750 FFF	13800 GGG	13850 HHH	13900 III	13950 JJJ	14000 KKK	14050 LLL	14100 MMM	14150 NNN	14200 OOO	14250 PPP	14300 QQQ	14350 RRR	14400 SSS	14450 TTT	14500 UUU	14550 VVV	14600 WWW	14650 XXX	14700 YYY	14750 ZZZ	14800 AAA	14850 BBB	14900 CCC	14950 DDD	15000 EEE	15050 FFF	15100 GGG	15150 HHH	15200 III	15250 JJJ	15300 KKK	15350 LLL	15400 MMM	15450 NNN	15500 OOO	15550 PPP	15600 QQQ	15650 RRR	15700 SSS	15750 TTT	15800 UUU	15850 VVV	15900 WWW	15950 XXX	16000 YYY	16050 ZZZ	16100 AAA	16150 BBB	16200 CCC	16250 DDD	16300 EEE	16350 FFF	16400 GGG	16450 HHH	16500 III	16550 JJJ	16600 KKK	16650 LLL	16700 MMM	16750 NNN	16800 OOO	16850 PPP	16900 QQQ	16950 RRR	17000 SSS	17050 TTT	17100 UUU	17150 VVV	17200 WWW	17250 XXX	17300 YYY	17350 ZZZ	17400 AAA	17450 BBB	17500 CCC	17550 DDD	17600 EEE	17650 FFF	17700 GGG	17750 HHH	17800 III	17850 JJJ	17900 KKK	17950 LLL	18000 MMM	18050 NNN	18100 OOO	18150 PPP	18200 QQQ	18250 RRR	18300 SSS	18350 TTT	18400 UUU	18450 VVV	18500 WWW	18550 XXX	18600 YYY	18650 ZZZ	18700 AAA	18750 BBB	18800 CCC	18850 DDD	18900 EEE	18950 FFF	19000 GGG	19050 HHH	19100 III	19150 JJJ	19200 KKK	19250 LLL	19300 MMM	19350 NNN	19400 OOO	19450 PPP	19500 QQQ	19550 RRR	19600 SSS	19650 TTT	19700 UUU	19750 VVV	19800 WWW	19850 XXX	19900 YYY	19950 ZZZ	20000 AAA	20050 BBB	20100 CCC	20150 DDD	20200 EEE	20250 FFF	20300 GGG	20350 HHH	20400 III	20450 JJJ	20500 KKK	20550 LLL	20600 MMM	20650 NNN	20700 OOO	20750 PPP	20800 QQQ	20850 RRR	20900 SSS	20950 TTT	21000 UUU	21050 VVV	21100 WWW	21150 XXX	21200 YYY	21250 ZZZ	21300 AAA	21350 BBB	21400 CCC	21450 DDD	21500 EEE	21550 FFF	21600 GGG	21650 HHH	21700 III	21750 JJJ	21800 KKK	21850 LLL	21900 MMM	21950 NNN	22000 OOO	22050 PPP	22100 QQQ	22150 RRR	22200 SSS	22250 TTT	22300 UUU	22350 VVV	22400 WWW	22450 XXX	22500 YYY	22550 ZZZ	22600 AAA	22650 BBB	22700 CCC	22750 DDD	22800 EEE	22850 FFF	22900 GGG	22950 HHH	23000 III	23050 JJJ	23100 KKK	23150 LLL	23200 MMM	23250 NNN	23300 OOO	23350 PPP	23400 QQQ	23450 RRR	23500 SSS	23550 TTT	23600 UUU	23650 VVV	23700 WWW	23750 XXX	23800 YYY	23850 ZZZ	23900 AAA	23950 BBB	24000 CCC	24050 DDD	24100 EEE	24150 FFF	24200 GGG	24250 HHH	24300 III	24350 JJJ	24400 KKK	24450 LLL	24500 MMM	24550 NNN	24600 OOO	24650 PPP	24700 QQQ	24750 RRR	24800 SSS	24850 TTT	24900 UUU	24950 VVV	25000 WWW	25050 XXX	25100 YYY	25150 ZZZ	25200 AAA	25250 BBB	25300 CCC	25350 DDD	25400 EEE	25450 FFF	25500 GGG	25550 HHH	25600 III	25650 JJJ	25700 KKK	25750 LLL	25800 MMM	25850 NNN	25900 OOO	25950 PPP	26000 QQQ	26050 RRR	26100 SSS	26150 TTT	26200 UUU	26250 VVV	26300 WWW	26350 XXX	26400 YYY	26450 ZZZ	26500 AAA	26550 BBB	26600 CCC	26650 DDD	26700 EEE	26750 FFF	26800 GGG	26850 HHH	26900 III	26950 JJJ	27000 KKK	27050 LLL	27100 MMM	27150 NNN	27200 OOO	27250 PPP	27300 QQQ	27350 RRR	27400 SSS	27450 TTT	27500 UUU	27550 VVV	27600 WWW	27650 XXX	27700 YYY	27750 ZZZ	27800 AAA	27850 BBB	27900 CCC	27950 DDD	28000 EEE	28050 FFF	28100 GGG	28150 HHH	28200 III	28250 JJJ	28300 KKK	28350 LLL	28400 MMM	28450 NNN	28500 OOO	28550 PPP	28600 QQQ	28650 RRR	28700 SSS	28750 TTT	28800 UUU	28850 VVV	28900 WWW	28950 XXX	29000 YYY	29050 ZZZ	29100 AAA	29150 BBB	29200 CCC	29250 DDD	29300 EEE	29350 FFF	29400 GGG	29450 HHH	29500 III	29550 JJJ	29600 KKK	29650 LLL	29700 MMM	29750 NNN	29800 OOO	29850 PPP	29900 QQQ	29950 RRR	30000 SSS	30050 TTT	30100 UUU	30150 VVV	30200 WWW	30250 XXX	30300 YYY	30350 ZZZ	30400 AAA	30450 BBB	30500 CCC	30550 DDD	30600 EEE	30650 FFF	30700 GGG	30750 HHH	30800 III	30850 JJJ	30900 KKK	30950 LLL	31000 MMM	31050 NNN	31100 OOO	31150 PPP	31200 QQQ	31250 RRR	31300 SSS	31350 TTT	31400 UUU	31450 VVV	31500 WWW	31550 XXX	31600 YYY	31650 ZZZ	31700 AAA	31750 BBB	31800 CCC	31850 DDD	31900 EEE	31950 FFF	32000 GGG	32050 HHH	32100 III	32150 JJJ	32200 KKK	32250 LLL	32300 MMM	32350 NNN	32400 OOO	32450 PPP	32500 QQQ	32550 RRR	32600 SSS	32650 TTT	32700 UUU	32750 VVV	32800 WWW	32850 XXX	32900 YYY	32950 ZZZ	33000 AAA	33050 BBB	33100 CCC	33150 DDD	33200 EEE	33250 FFF	33300 GGG	33350 HHH	33400 III	33450 JJJ	33500 KKK	33550 LLL	33600 MMM	33650 NNN	33700 OOO	33750 PPP	33800 QQQ	33850 RRR	33900 SSS	33950 TTT	34000 UUU	34050 VVV	34100 WWW	34150 XXX	34200 YYY	34250 ZZZ	34300 AAA	34350 BBB	34400 CCC	34450 DDD	34500 EEE	34550 FFF	34600 GGG	34650 HHH	34700 III	34750 JJJ	34800 KKK	34850 LLL	34900 MMM	34950 NNN	35000 OOO	35050 PPP	35100 QQQ	35150 RRR	35200 SSS	35250 TTT	35300 UUU	35350 VVV	35400 WWW	35450 XXX	35500 YYY	35550 ZZZ	35600 AAA	35650 BBB	35700 CCC	35750 DDD	35800 EEE	35850 FFF	35900 GGG	35950 HHH	36000 III	36050 JJJ	36100 KKK	36150 LLL	36200 MMM	36250 NNN	36300 OOO	36350 PPP	36400 QQQ	36450 RRR	36500 SSS	36550 TTT	36600 UUU	36650 VVV	36700 WWW	36750 XXX	36800 YYY	36850 ZZZ	36900 AAA	36950 BBB	37000 CCC	37050 DDD	37100 EEE	37150 FFF	37200 GGG	37250 HHH	37300 III	37350 JJJ	37400 KKK	37450 LLL	37500 MMM	37550 NNN	37600 OOO	37650 PPP	37700 QQQ	37750 RRR	37800 SSS	37850 TTT	37900 UUU	37950 VVV	38000 WWW	38050 XXX	38100 YYY	38150 ZZZ	38200 AAA	38250 BBB	38300 CCC	38350 DDD	38400 EEE	38450 FFF	38500 GGG	38550 HHH	38600 III	38650 JJJ	38700 KKK	38750 LLL	38800 MMM	38850 NNN	38900 OOO	38950 PPP	39000 QQQ	39050 RRR	39100 SSS	39150 TTT	39200 UUU	39250 VVV	39300 WWW	39350 XXX	39400 YYY	39450 ZZZ	39500 AAA	39550 BBB	39600 CCC	39650 DDD	39700 EEE	39750 FFF	39800 GGG	39850 HHH	39900 III	39950 JJJ	40000 KKK	40050 LLL	40100 MMM	40150 NNN	40200 OOO	40250 PPP	40300 QQQ	40350 RRR	40400 SSS	40450 TTT	40500 UUU	40550 VVV	40600 WWW	40650 XXX	40700 YYY	40750 ZZZ	40800 AAA	40850 BBB	40900 CCC	40950 DDD	41000 EEE	41050 FFF	41100 GGG	41150 HHH	41200 III	41250 JJJ	41300 KKK	41350 LLL	41400 MMM	41450 NNN	41500 OOO	41550 PPP	41600 QQQ	41650 RRR	41700 SSS	41750 TTT	41800 UUU	41850 VVV	41900 WWW	41950 XXX	42000 YYY	42050 ZZZ	42100 AAA	42150 BBB	42200 CCC	42250 DDD	42300 EEE	42350 FFF	42400 GGG	42450 HHH	42500 III	42550 JJJ	42600 KKK	42650 LLL	42700 MMM	42750 NNN	42800 OOO	42850 PPP	42900 QQQ	42950 RRR	43000 SSS	43050 TTT	43100 UUU	43150 VVV	43200 WWW	43250 XXX	43300 YYY	43350 ZZZ	43400 AAA	43450 BBB	43500 CCC	43550 DDD	43600 EEE	43650 FFF	43700 GGG	43750 HHH	43800 III	43850 JJJ	43900 KKK	43950 LLL	44000 MMM	44050 NNN	44100 OOO	44150 PPP	44200 QQQ	44250 RRR	44300 SSS	44350 TTT	44400 UUU	44450 VVV	44500 WWW	44550 XXX	44600 YYY	44650 ZZZ	44700 AAA	44750 BBB	44800 CCC	44850 DDD	44900 EEE	44950 FFF	45000 GGG	45050 HHH	45100 III	45150 JJJ	45200 KKK	45250 LLL	45300 MMM	45350 NNN	45400 OOO	45450 PPP	45500 QQQ	45550 RRR	45600 SSS	45650 TTT	45700 UUU	45750 VVV	45800 WWW	45850 XXX	45900 YYY	45950 ZZZ	46000 AAA	46050 BBB	46100 CCC	46150 DDD	46200 EEE	46250 FFF	46300 GGG	46350 HHH	46400 III	46450 JJJ	46500 KKK	46550 LLL	46600 MMM	46650 NNN	46700 OOO	46750 PPP	46800 QQQ	46850 RRR	46900 SSS	46950 TTT	47000 UUU	47050 VVV	47100 WWW	47150 XXX	47200 YYY	47250 ZZZ	47300 AAA	47350 BBB	47400 CCC	47450 DDD	47500 EEE	47550 FFF	47600 GGG	47650 HHH	47700 III	47750 JJJ	47800 KKK	47850 LLL	47900 MMM	47950 NNN	48000 OOO	48050 PPP	48100 QQQ	48150 RRR	48200 SSS	48250 TTT	48300 UUU	48350 VVV	48400 WWW	48450 XXX	48500 YYY	48550 ZZZ	48600 AAA	48650 BBB	48700 CCC	48750 DDD	48800 EEE	48850 FFF	48900 GGG	48950 HHH	49000 III	49050 JJJ	49100 KKK	49150 LLL	49200 MMM	49250 NNN	49300 OOO	49350 PPP	49400 QQQ	49450 RRR	49500 SSS	49550 TTT	49600 UUU	49650 VVV	49700 WWW	49750 XXX	49800 YYY	49850 ZZZ	49900 AAA	49950 BBB	50000 CCC	50050 DDD	50100 EEE	50150 FFF	50200 GGG	50250 HHH	50300 III	50350 JJJ	50400 KKK	50450 LLL	50500 MMM	50550 NNN	50600 OOO	50650 PPP	50700 QQQ	50750 RRR	50800 SSS	50850 TTT	50900 UUU	50950 VVV	51000 WWW	51050 XXX	51100 YYY	51150 ZZZ	51200 AAA	51250 BBB	51
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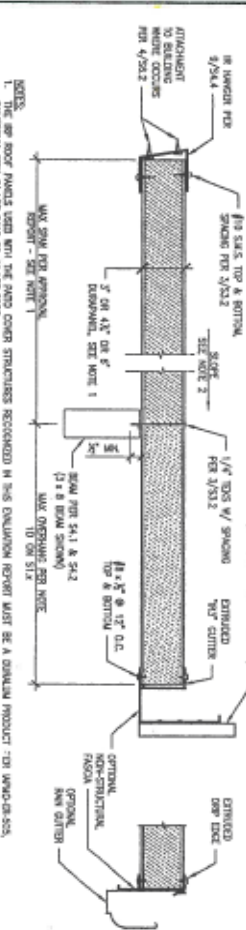
**TABLE 1 - SOLID PANEL STRUCTURES
FASTENER SPACING SCHEDULE**
SEE NOTES 1 AND 2

WIND SPEED AND EXPOSURE	115 MPH				120 MPH				130 MPH			
	A	B	C	D	A	B	C	D	A	B	C	D
PER ROOF PANEL	3"	4"	4"	4"	3"	4"	4"	4"	3"	4"	4"	4"
4.25" x 4.25"	A	A	A	A	A	A	A	A	A	A	A	A
4.25" x 6.00"	A	A	A	A	A	A	A	A	A	A	A	A
4.25" x 8.00"	A	A	A	A	A	A	A	A	A	A	A	A
6.00" x 8.00"	A	A	A	A	A	A	A	A	A	A	A	A

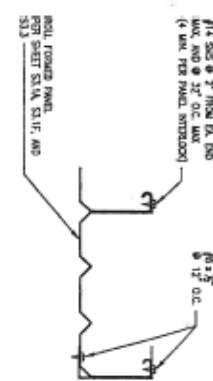
- NOTES:
1) 4" O.C. TOP CONNECTION TO BEAMS
2) 12" O.C. 166 CONNECTION IN HANGERS
3) 4" O.C. 166 CONNECTION IN HANGERS
4) 4" O.C. 166 CONNECTION IN HANGERS



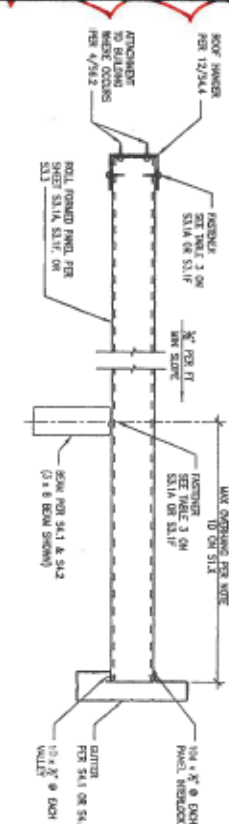
**2A INSULATED ROOF PANEL (IRP)
INTERLOCKING JOINT**
N.T.S.



1A INSULATED ROOF PANEL (IRP)
N.T.S.



**2B ROLL FORMED PANEL (RFP)
INTERLOCKING JOINT**
1" = 1'-0"



**1B ROLL FORMED PANEL (RFP) TO
HEADER BEAM CONNECTION**
N.T.S.



EXPRESS: CH. JUNE 30, 2022

DATE	DESCRIPTION
12/17/2019	DESIGN
12/17/2019	CHECKED
12/17/2019	APPROVED

S3.2

TABLE 1 - ATTACHED AND FREESTANDING COVERED
MAXIMUM SPAN FOR TS PANEL

LIGAND	F.N.	BINDING RADII AND POSITIONS									
		13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
1	0.624	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
2	0.646	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
3	0.668	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
4	0.690	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
5	0.712	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
6	0.734	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
7	0.756	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
8	0.778	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
9	0.800	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
10	0.822	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
11	0.844	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
12	0.866	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
13	0.888	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
14	0.910	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
15	0.932	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
16	0.954	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
17	0.976	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
18	0.998	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
19	1.020	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
20	1.042	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
21	1.064	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
22	1.086	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
23	1.108	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
24	1.130	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
25	1.152	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
26	1.174	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
27	1.196	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
28	1.218	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
29	1.240	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
30	1.262	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9
31	1.284	13.0	13.1	13.2	13.3	13.4	13.5	13.6	13.7	13.8	13.9

S3.3

<p>ALUM. ALLOY 2024-H36</p> <p>NOTE: IT IS ACCEPTABLE TO COVER THIS COLUMN SECTION (FULL HEIGHT) BY ALUMINUM END PLATES FOR ACCEPTATION PURPOSES. NO FASTENERS ARE REQUIRED. SLICE SHALL EXTEND FROM THE FOUNDATION TO THE UNDERSIDE OF THE BEAM/COLUMN CONNECTION.</p> <p>C10 HSS 4 x 4 x 3/8 J=1'-0"</p> <p>ALUM. ALLOY 2024-H36</p>	<p>ALUM. ALLOY 2024-H36</p> <p>NOTE: IT IS ACCEPTABLE TO COVER THIS COLUMN SECTION (FULL HEIGHT) BY ALUMINUM END PLATES FOR ACCEPTATION PURPOSES. NO FASTENERS ARE REQUIRED. SLICE SHALL EXTEND FROM THE FOUNDATION TO THE UNDERSIDE OF THE BEAM/COLUMN CONNECTION.</p> <p>C7 HSS 3 x 3 x 3/8 J=1'-0"</p> <p>ALUM. ALLOY 2024-H36</p>	<p>ALUM. ALLOY 2024-H36</p> <p>NOTE: SEE TABLE 1 ON S14 FOR APPLICATION OF THIS DETAIL.</p> <p>SP4 0.002" SIDE PLATES J=1'-0"</p> <p>ALUM. ALLOY 2024-H36</p>	<p>ALUM. ALLOY 2024-H36</p> <p>C1 3" SQ. X 0.002" ALUM. POST J=1'-0"</p> <p>ALUM. ALLOY 2024-H36</p>
<p>ALUM. ALLOY 2024-H36</p> <p>NOTE: IT IS ACCEPTABLE TO COVER THIS COLUMN SECTION (FULL HEIGHT) BY ALUMINUM END PLATES FOR ACCEPTATION PURPOSES. NO FASTENERS ARE REQUIRED. SLICE SHALL EXTEND FROM THE FOUNDATION TO THE UNDERSIDE OF THE BEAM/COLUMN CONNECTION.</p> <p>C11 HSS 4 x 4 x 1/4 J=1'-0"</p> <p>ALUM. ALLOY 2024-H36</p>	<p>ALUM. ALLOY 2024-H36</p> <p>NOTE: IT IS ACCEPTABLE TO COVER THIS COLUMN SECTION (FULL HEIGHT) BY ALUMINUM END PLATES FOR ACCEPTATION PURPOSES. NO FASTENERS ARE REQUIRED. SLICE SHALL EXTEND FROM THE FOUNDATION TO THE UNDERSIDE OF THE BEAM/COLUMN CONNECTION.</p> <p>C8 HSS 3 x 3 x 1/4 J=1'-0"</p> <p>ALUM. ALLOY 2024-H36</p>	<p>ALUM. ALLOY 2024-H36</p> <p>NOTE: IT IS ACCEPTABLE TO COVER THIS COLUMN SECTION (FULL HEIGHT) BY ALUMINUM END PLATES FOR ACCEPTATION PURPOSES. NO FASTENERS ARE REQUIRED. SLICE SHALL EXTEND FROM THE FOUNDATION TO THE UNDERSIDE OF THE BEAM/COLUMN CONNECTION.</p> <p>C5 3" MAG POST J=1'-0"</p> <p>ALUM. ALLOY 2024-H36</p>	<p>ALUM. ALLOY 2024-H36</p> <p>NOTE: IT IS ACCEPTABLE TO COVER THIS COLUMN SECTION (FULL HEIGHT) BY ALUMINUM END PLATES FOR ACCEPTATION PURPOSES. NO FASTENERS ARE REQUIRED. SLICE SHALL EXTEND FROM THE FOUNDATION TO THE UNDERSIDE OF THE BEAM/COLUMN CONNECTION.</p> <p>C2 3" SQ. ALUM. POST J=1'-0"</p> <p>ALUM. ALLOY 2024-H36</p>
<p>ALUM. ALLOY 2024-H36</p> <p>NOTE: IT IS ACCEPTABLE TO COVER THIS COLUMN SECTION (FULL HEIGHT) BY ALUMINUM END PLATES FOR ACCEPTATION PURPOSES. NO FASTENERS ARE REQUIRED. SLICE SHALL EXTEND FROM THE FOUNDATION TO THE UNDERSIDE OF THE BEAM/COLUMN CONNECTION.</p> <p>C9 HSS 3 x 3 x 5/8 J=1'-0"</p> <p>ALUM. ALLOY 2024-H36</p>	<p>ALUM. ALLOY 2024-H36</p> <p>NOTE: IT IS ACCEPTABLE TO COVER THIS COLUMN SECTION (FULL HEIGHT) BY ALUMINUM END PLATES FOR ACCEPTATION PURPOSES. NO FASTENERS ARE REQUIRED. SLICE SHALL EXTEND FROM THE FOUNDATION TO THE UNDERSIDE OF THE BEAM/COLUMN CONNECTION.</p> <p>C6 3" SQ. STEEL POST J=1'-0"</p> <p>ALUM. ALLOY 2024-H36</p>	<p>ALUM. ALLOY 2024-H36</p> <p>NOTE: IT IS ACCEPTABLE TO COVER THIS COLUMN SECTION (FULL HEIGHT) BY ALUMINUM END PLATES FOR ACCEPTATION PURPOSES. NO FASTENERS ARE REQUIRED. SLICE SHALL EXTEND FROM THE FOUNDATION TO THE UNDERSIDE OF THE BEAM/COLUMN CONNECTION.</p> <p>SP3 0.002" SIDE PLATES J=1'-0"</p> <p>ALUM. ALLOY 2024-H36</p>	<p>ALUM. ALLOY 2024-H36</p> <p>NOTE: IT IS ACCEPTABLE TO COVER THIS COLUMN SECTION (FULL HEIGHT) BY ALUMINUM END PLATES FOR ACCEPTATION PURPOSES. NO FASTENERS ARE REQUIRED. SLICE SHALL EXTEND FROM THE FOUNDATION TO THE UNDERSIDE OF THE BEAM/COLUMN CONNECTION.</p> <p>SP3 0.002" SIDE PLATES J=1'-0"</p> <p>ALUM. ALLOY 2024-H36</p>

DURALUM
2465 BALDWIN ST.
CORONA, CA 92680
951.746.6500

REGISTERED PROFESSIONAL ENGINEER
DUSTIN K. ROSEMAN
S 5895
STATE OF CALIFORNIA
DATE OF CALL: 11/17/2019

DATE SIGNED: DECEMBER 17, 2019

ASTEL
ENGINEERING
2655 ALVARO, SUITE 200
MISSION VIEJO, CA 92691
949.303.1100 / FAX 949.303.1400

IAPMO
ES
TM

EXPIRES ON: JUNE 30, 2022

REVISIONS

DATE	DESCRIPTION
11/17/2019	1. FOR STEEL BEAM, AT 3/4" ON 3/4" BEAMS. 2. ANCHOR IS NOT REQUIRED IF SIZES PLATES PER 3/24.3 OR H BRACKET PER 3/24.3 ARE PROVIDED.

DATE: 11/17/2019
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]
PROJECT: IAPMO 195 V 3.1.2

SOLID PANEL STRUCTURES:
CONNECTION DETAILS

S6.3

NOTCH SECTION: POSITION OF THE TOP PLATE OF THE BEAM (AND ANCHOR WHERE OCCURS) AT CONNECTION TO COLUMN

NOTE:
DO NOT NOTCH BEAM AT END COLUMNS WITH OVERHANG

1. FOR STEEL BEAM, AT 3/4" ON 3/4" BEAMS.
2. ANCHOR IS NOT REQUIRED IF SIZES PLATES PER 3/24.3 OR H BRACKET PER 3/24.3 ARE PROVIDED.

4. I BEAM TO POST
1-1/2" x 1'-0"

NOTE:
1. FOR STEEL BEAM, AT 3/4" ON 3/4" BEAMS.
2. ANCHOR IS NOT REQUIRED IF SIZES PLATES PER 3/24.3 OR H BRACKET PER 3/24.3 ARE PROVIDED.

5. BEAM TO POST
1-1/2" x 1'-0"

NOTE:
1. FOR STEEL BEAM, AT 3/4" ON 3/4" BEAMS.
2. ANCHOR IS NOT REQUIRED IF SIZES PLATES PER 3/24.3 OR H BRACKET PER 3/24.3 ARE PROVIDED.

2. DBL BEAM TO COL.
1-1/2" x 1'-0"

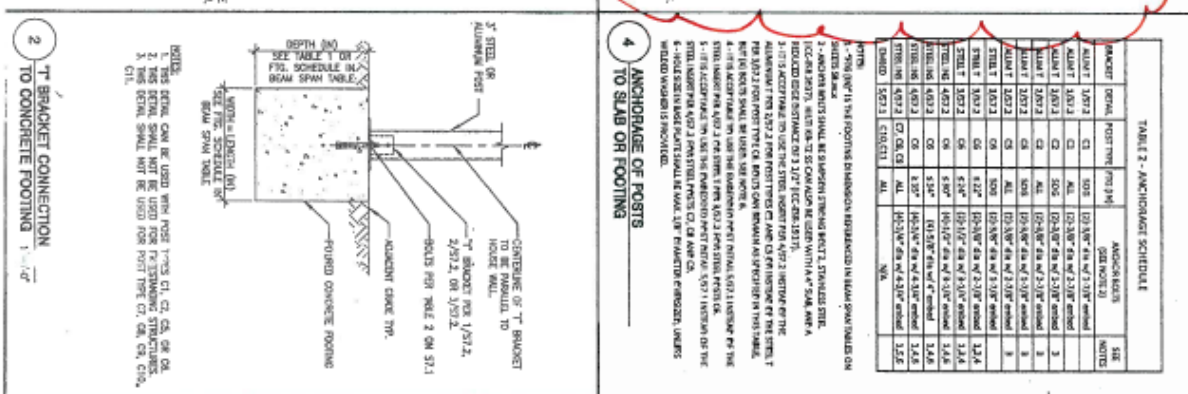
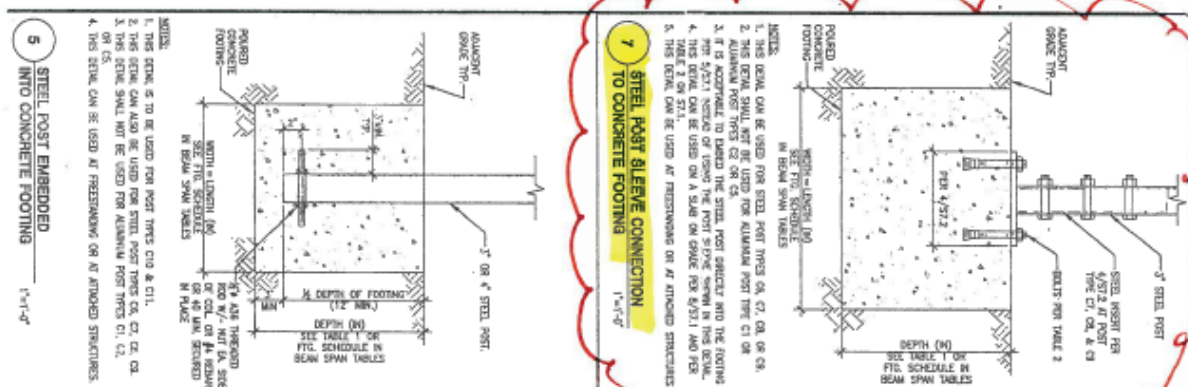
NOTE:
1. FOR STEEL BEAM, AT 3/4" ON 3/4" BEAMS.
2. ANCHOR IS NOT REQUIRED IF SIZES PLATES PER 3/24.3 OR H BRACKET PER 3/24.3 ARE PROVIDED.

1. H BRACKET TO POST
1-1/2" x 1'-0"

NOTE:
THIS DETAIL IS TO BE USED AS AN ALTERNATE TO DETAIL 3/24.3

NOTE:
1. FOR STEEL BEAM, AT 3/4" ON 3/4" BEAMS.
2. ANCHOR IS NOT REQUIRED IF SIZES PLATES PER 3/24.3 OR H BRACKET PER 3/24.3 ARE PROVIDED.

3. BEAM TO POST CONNECTION
1-1/2" x 1'-0"



3

FOUNDATION TABLES

TABLE 1
ALTERNATE FOOTING DIMENSIONS

FOOTING W-L x D (SEE NOTE 1)	ANCHOR W-L x D (SEE NOTE 2)	ANCHOR W-L x D (SEE NOTE 3)	ANCHOR W-L x 3P (SEE NOTE 4)	ANCHOR W-L x 3P (SEE NOTE 5)	ANCHOR W-L x 3P (SEE NOTE 6)	ANCHOR W-L x 3P (SEE NOTE 7)	ANCHOR W-L x 3P (SEE NOTE 8)
18	18 x 18 x 18	18 x 18 x 18	18 x 18 x 18	18 x 18 x 18	18 x 18 x 18	18 x 18 x 18	18 x 18 x 18
20	20 x 20 x 20	20 x 20 x 20	20 x 20 x 20	20 x 20 x 20	20 x 20 x 20	20 x 20 x 20	20 x 20 x 20
22	22 x 22 x 22	22 x 22 x 22	22 x 22 x 22	22 x 22 x 22	22 x 22 x 22	22 x 22 x 22	22 x 22 x 22
24	24 x 24 x 24	24 x 24 x 24	24 x 24 x 24	24 x 24 x 24	24 x 24 x 24	24 x 24 x 24	24 x 24 x 24
26	26 x 26 x 26	26 x 26 x 26	26 x 26 x 26	26 x 26 x 26	26 x 26 x 26	26 x 26 x 26	26 x 26 x 26
28	28 x 28 x 28	28 x 28 x 28	28 x 28 x 28	28 x 28 x 28	28 x 28 x 28	28 x 28 x 28	28 x 28 x 28
30	30 x 30 x 30	30 x 30 x 30	30 x 30 x 30	30 x 30 x 30	30 x 30 x 30	30 x 30 x 30	30 x 30 x 30
32	32 x 32 x 32	32 x 32 x 32	32 x 32 x 32	32 x 32 x 32	32 x 32 x 32	32 x 32 x 32	32 x 32 x 32
34	34 x 34 x 34	34 x 34 x 34	34 x 34 x 34	34 x 34 x 34	34 x 34 x 34	34 x 34 x 34	34 x 34 x 34
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82	82 x 82 x 82	82 x 82 x 82	82 x 82 x 82	82 x 82 x 82	82 x 82 x 82	82 x 82 x 82	82 x 82 x 82
84	84 x 84 x 84	84 x 84 x 84	84 x 84 x 84	84 x 84 x 84	84 x 84 x 84	84 x 84 x 84	84 x 84 x 84
86	86 x 86 x 86	86 x 86 x 86	86 x 86 x 86	86 x 86 x 86	86 x 86 x 86	86 x 86 x 86	86 x 86 x 86
88	88 x 88 x 88	88 x 88 x 88	88 x 88 x 88	88 x 88 x 88	88 x 88 x 88	88 x 88 x 88	88 x 88 x 88
90	90 x 90 x 90	90 x 90 x 90	90 x 90 x 90	90 x 90 x 90	90 x 90 x 90	90 x 90 x 90	90 x 90 x 90

NOTE:

1. -FOOTING IS A 36" DIA. CONCRETE PIER WITH A 36" DIA. DIA

©2018 IAPMO
JUNE 30, 2022

26255 ALBERTA, SUITE 200
MISSION, BC, CANADA
604.263.1150 FAX 604.263.1400

DATE: 10/20/2022

2685 RAILROAD ST.
CORONA, CA 92606
951.723.4500

REVISIONS

DATE	DESCRIPTION
10/20/2022	DESIGN
10/20/2022	REVIEW
10/20/2022	NC

DESIGNED BY: IAPMO 185 V3.1.2

SOLID PANEL STRUCTURES
FOUNDATION DETAILS

S7.1



DATE SIGNED: DECEMBER 17, 2019

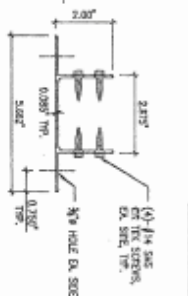
JUSTER ENGINEERING
20600 ACINO, SUITE 200
MISSION VIEJO, CA 92691
949.302.1150 | FAX 949.302.1400



EXPIRES ON: JUNE 30, 2022

DATE	DESCRIPTION
10/28/2018	DESIGN
08/09/19	REVISION
NO	NO
DESIGN	IAPMO 195 V 3.1.2
FOUNDATION DETAILS	

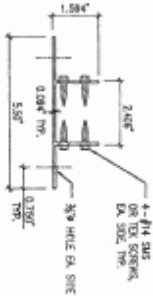
S7.2



- NOTES:**
1. BRACKET LENGTH IS 2.375"
 2. BRACKET IS TO BE USED WITH POST TYPE C1, WITH OR WITHOUT 3/4" DIA. SLEEVE FOR 1/2" DIA. S7.2.
 3. SEE TABLE 2 ON S7.1 FOR ATTACHMENT TO FOOTING/SLAB.
 4. INSTALL 1/8" x 1/8" HOLE INSTEAD OF 3/16" HOLE FOR 1/2" DIA. S7.2.

1 ALUMINUM T-BRACKET FOR POST C1

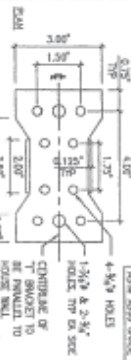
3'-1'-0"



- NOTES:**
1. BRACKET LENGTH IS 2.375"
 2. THIS BRACKET IS TO BE USED WITH POST TYPE C2 OR C3, WITH OR WITHOUT 3/4" DIA. SLEEVE FOR 1/2" DIA. S7.2.
 3. SEE TABLE 2 ON S7.1 FOR ATTACHMENT TO FOOTING/SLAB.
 4. INSTALL 3/8" x 3/8" HOLE INSTEAD OF 1/2" HOLE FOR 1/2" DIA. S7.2.

2 ALUMINUM T-BRACKET FOR POSTS C2, C3

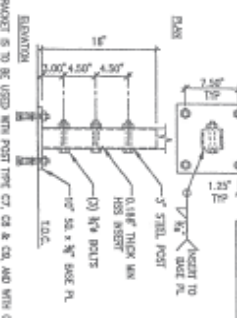
3'-1'-0"



- NOTES:**
1. BRACKET IS TO BE USED WITH POST TYPE C3 WITH OR WITHOUT 3/4" DIA. SLEEVE FOR 1/2" DIA. S7.2.
 2. BRACKET CAN ALSO BE USED WITH POST TYPE C2 OR C3 PER TABLE 2 ON S7.1 AND S7.2.
 3. SEE TABLE 2 ON S7.1 FOR ATTACHMENT TO FOOTING/SLAB.

3 STEEL T-BRACKET FOR POST C3

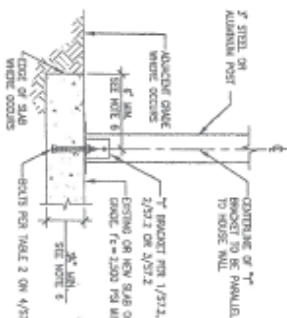
3'-1'-0"



- NOTES:**
1. THIS BRACKET IS TO BE USED WITH POST TYPE C1, C2, C3, AND WITH OR WITHOUT 3/4" DIA. SLEEVE FOR 1/2" DIA. S7.2.
 2. SEE TABLE 2 ON S7.1 FOR ATTACHMENT TO FOOTING/SLAB.
 3. SEE TABLE 2 ON S7.1 FOR ATTACHMENT TO FOOTING/SLAB.
 4. THIS BRACKET CAN ALSO BE USED FOR POST TYPE C2, C3, OR C4 (ALL FOOTING SIZES) SEE TABLE 2 ON S7.1 AND S7.2.1 FOR ATTACHMENT TO FOOTING/SLAB.

4 STEEL POST SLEEVE FOR POSTS C1, C2, C3, C4

3'-1'-0"



- NOTES:**
1. THE BRACKET IS TO BE USED WITH POST TYPE C1, C2, C3, OR C4.
 2. TABLES 2 AND 3 IN THIS DETAIL CAN BE USED FOR THE FOLLOWING CONNECTIONS: 1. BRACKET TO BE INSTALLED ON A SLAB ON GRADE AND BEHIND A FOOTING PER S7.2.1.
 3. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 4. SEE TABLE 2 ON S7.1 FOR ATTACHMENT TO FOOTING/SLAB.
 5. CHECKING AND CORRECTION: 1. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 6. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 7. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 8. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 9. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 10. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 11. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 12. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
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 83. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 84. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 85. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 86. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 87. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 88. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 89. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 90. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 91. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 92. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 93. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 94. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 95. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 96. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 97. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 98. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 99. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.
 100. THE BRACKET SHALL NOT BE USED FOR POST TYPE C4, C1, C2, OR C3.

TABLE 2 - MAXIMUM POST SPACING WITH POST COVER IS INSTALLED ON SLAB ON GRADE

POST TYPE	MAXIMUM POST SPACING (IN)
1	10'-0"
2	10'-0"
3	10'-0"
4	10'-0"
5	10'-0"
6	10'-0"
7	10'-0"
8	10'-0"
9	10'-0"
10	10'-0"
11	10'-0"
12	10'-0"

- NOTES:**
1. "NOT" INDICATES THAT A FOOTING IS REQUIRED, AND THE POST COVER CAN NOT BE INSTALLED ON A SLAB ON GRADE.
 2. "POST TYPE C1" - LONGER THAN THE OTHERS SHOWN ON THIS TABLE, A POST TYPE C1 IS REQUIRED, AND THE POST COVER CANNOT BE INSTALLED ON A SLAB ON GRADE.

TABLE 3 - MAXIMUM POST SPACING WITH POST COVER IS INSTALLED ON SLAB ON GRADE

POST TYPE	MAXIMUM POST SPACING (IN)
1	10'-0"
2	10'-0"
3	10'-0"
4	10'-0"
5	10'-0"
6	10'-0"
7	10'-0"
8	10'-0"
9	10'-0"
10	10'-0"
11	10'-0"
12	10'-0"

9 T-BRACKET CONNECTION TO SLAB ON GRADE

3'-1'-0"

ALL ATTACHED & FREESTANDING SOLID COVERS - 20 PSF SNOW LOAD OR LIVE LOAD - 110 MPH - EXP. B & C

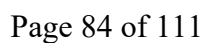
[illegible]

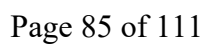
		7' HEAM 11' V. INSENT			7' HEAM 22' V. INSENT			DBL 2 x 6.5 x 0.042			DBL 2 x 6.5 x 0.032			3 x 8 x 0.042			DBL 3 x 8 x 0.042										
		ATTACHED			FREEHANGING			ATTACHED			FREEHANGING			ATTACHED			FREEHANGING			ATTACHED			FREEHANGING				
TID	WAD	MAX POST SPACING (ft) (span)	MIN POST SPACING (ft) (type)	MIN POST SPACING (ft) (type)	TID	WAD	MAX POST SPACING (ft) (span)	MIN POST SPACING (ft) (type)	MIN POST SPACING (ft) (type)	TID	WAD	MAX POST SPACING (ft) (span)	MIN POST SPACING (ft) (type)	MIN POST SPACING (ft) (type)	TID	WAD	MAX POST SPACING (ft) (span)	MIN POST SPACING (ft) (type)	MIN POST SPACING (ft) (type)	TID	WAD	MAX POST SPACING (ft) (span)	MIN POST SPACING (ft) (type)	MIN POST SPACING (ft) (type)			
57	10.0	24.0	22	31	32	32	32	34	32	58	10.0	24.0	22	31	32	59	10.0	24.0	22	31	32	60	10.0	24.0	22	31	32
6	10.0	24.0	22	31	32	32	32	34	32	61	10.0	24.0	22	31	32	62	10.0	24.0	22	31	32	63	10.0	24.0	22	31	32
7	10.0	24.0	22	31	32	32	32	34	32	64	10.0	24.0	22	31	32	65	10.0	24.0	22	31	32	66	10.0	24.0	22	31	32
8	10.0	24.0	22	31	32	32	32	34	32	67	10.0	24.0	22	31	32	68	10.0	24.0	22	31	32	69	10.0	24.0	22	31	32
9	10.0	24.0	22	31	32	32	32	34	32	70	10.0	24.0	22	31	32	71	10.0	24.0	22	31	32	72	10.0	24.0	22	31	32
10	10.0	24.0	22	31	32	32	32	34	32	73	10.0	24.0	22	31	32	74	10.0	24.0	22	31	32	75	10.0	24.0	22	31	32
11	10.0	24.0	22	31	32	32	32	34	32	76	10.0	24.0	22	31	32	77	10.0	24.0	22	31	32	78	10.0	24.0	22	31	32
12	10.0	24.0	22	31	32	32	32	34	32	79	10.0	24.0	22	31	32	80	10.0	24.0	22	31	32	81	10.0	24.0	22	31	32
13	10.0	24.0	22	31	32	32	32	34	32	82	10.0	24.0	22	31	32	83	10.0	24.0	22	31	32	84	10.0	24.0	22	31	32
14	10.0	24.0	22	31	32	32	32	34	32	85	10.0	24.0	22	31	32	86	10.0	24.0	22	31	32	87	10.0	24.0	22	31	32
15	10.0	24.0	22	31	32	32	32	34	32	88	10.0	24.0	22	31	32	89	10.0	24.0	22	31	32	90	10.0	24.0	22	31	32
16	10.0	24.0	22	31	32	32	32	34	32	91	10.0	24.0	22	31	32	92	10.0	24.0	22	31	32	93	10.0	24.0	22	31	32
17	10.0	24.0	22	31	32	32	32	34	32	94	10.0	24.0	22	31	32	95	10.0	24.0	22	31	32	96	10.0	24.0	22	31	32
18	10.0	24.0	22	31	32	32	32	34	32	97	10.0	24.0	22	31	32	98	10.0	24.0	22	31	32	99	10.0	24.0	22	31	32
19	10.0	24.0	22	31	32	32	32	34	32	100	10.0	24.0	22	31	32												
20	10.0	24.0	22	31	32	32	32	34	32																		
21	10.0	24.0	22	31	32	32	32	34	32																		
22	10.0	24.0	22	31	32	32	32	34	32																		
23	10.0	24.0	22	31	32	32	32	34	32																		
24	10.0	24.0	22	31	32	32	32	34	32																		
25	10.0	24.0	22	31	32	32	32	34	32																		
26	10.0	24.0	22	31	32	32	32	34	32																		
27	10.0	24.0	22	31	32	32	32	34	32																		
28	10.0	24.0	22	31	32	32	32	34	32																		
29	10.0	24.0	22	31	32	32	32	34	32																		
30	10.0	24.0	22	31	32	32	32	34	32																		
31	10.0	24.0	22	31	32	32	32	34	32																		
32	10.0	24.0	22	31	32	32	32	34	32																		
33	10.0	24.0	22	31	32	32	32	34	32																		
34	10.0	24.0	22	31	32	32	32	34	32																		
35	10.0	24.0	22	31	32	32	32	34	32																		
36	10.0	24.0	22	31	32	32	32	34	32																		
37	10.0	24.0	22	31	32	32	32	34	32																		
38	10.0	24.0	22	31	32	32	32	34	32																		
39	10.0	24.0	22	31	32	32	32	34	32																		
40	10.0	24.0	22	31	32	32	32	34	32																		
41	10.0	24.0	22	31	32	32	32	34	32																		
42	10.0	24.0	22	31	32	32	32	34	32																		
43	10.0	24.0	22	31	32	32	32	34	32																		
44	10.0	24.0	22	31	32	32	32	34	32																		
45	10.0	24.0	22	31	32	32	32	34	32																		
46	10.0	24.0	22	31	32	32	32	34	32																		
47	10.0	24.0	22	31	32	32	32	34	32																		
48	10.0	24.0	22	31	32	32	32	34	32																		
49	10.0	24.0	22	31	32	32	32	34	32																		
50	10.0	24.0	22	31	32	32	32	34	32																		
51	10.0	24.0	22	31	32	32	32	34	32																		
52	10.0	24.0	22	31	32	32	32	34	32																		
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54	10.0	24.0	22	31	32	32	32	34	32																		
55	10.0	24.0	22	31	32	32	32	34	32																		
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57	10.0	24.0	22	31	32	32	32	34	32																		
58	10.0	24.0	22	31	32	32	32	34	32																		
59	10.0	24.0	22	31	32	32	32	34	32																		
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66	10.0	24.0	22	31	32	32	32	34	32																		
67	10.0	24.0	22	31	32	32	32	34	32																		
68	10.0	24.0	22	31	32	32	32	34	32																		
69	10.0	24.0	22	31	32	32	32	34	32																		
70	10.0	24.0	22	31	32	32	32	34	32																		
71	10.0	24.0	22	31	32	32	32	34	32																		
72	10.0	24.0	22	31	32	32	32	34	32																		
73	10.0	24.0	22	31	32	32	32	34	32																		
74	10.0	24.0	22	31	32	32	32	34	32																		
75	10.0	24.0	22	31	32	32	32	34	32																		
76	10.0	24.0	22	31	32	32	32	34	32																		
77	10.0	24.0	22	31	32	32	32	34	32																		
78	10.0	24.0	22	31	32	32	32	34	32																		

[illegible]

NOTES:
- WHEN THE PAINT COVER IS INSTALLED ON A BLADE OR BLADE RESISTORIAL APPLICATIONS ONLY, THE MAXIMUM POST SPACING IS THE LENGTH OF THE MAX POST SPACING (BAND SHOWN ALONE AND THE MAXIMUM POST SPACINGS SHOWN INDIVIDUAL AND 1-1). IT IS ACCEPTABLE TO SUBSTITUTE COLLUMS WITH OTHER NUMBERS AS LONG AS THEY ARE SHOWN IN THE TABLES SHOWN.

 <p>246 HALLBORN ST. OAKLAND, CA 94612 951.726.6262</p>		 <p>REGISTERED PROFESSIONAL DUSTIN K. ROSENBERG S 58865 STATE OF CALIFORNIA</p>		<p>DATE SIGNED: DECEMBER 17, 2019</p>													
 <p>EXPRESS ON: JUNE 24, 2021</p>		 <p>2020: ACRISO, DATE 200 MISSION VENT, CA 95051 941.305.1150 FAX 941.305.1470</p>															
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		DATE	DESCRIPTION											<p>DATE: </p>		<p>DATE: </p>	
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<p>4 ETL FILE #</p>		<p>FILE #</p>		<p>FILE #</p>													
<p>DESIGN BY</p>		<p>DESIGN BY</p>		<p>DESIGN BY</p>													
<p>CHECKED</p>		<p>REV</p>		<p>REV</p>													
<p>IAPMO 195 V 3.12</p>		<p>SOLID COVER STRUCTURES</p>		<p>BEAM SPANS & FOUNDATION SIZES</p>													
<p>20 PSF UDL, 110 MPH</p>		<p>S8.20.1</p>		<p>S8.20.1</p>													





CORONA NISCO RESCUE MISSION
420 WEST HARRISON
CORONA, CALIFORNIA

EXHIBIT “E”

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY HOUSING AND WORKFORCE SOLUTIONS NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

City of Corona
ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 I, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 311(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this AGREEMENT.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE SUBRECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH), will be prohibited.

BY ACCEPTING THIS ASSURANCE, the SUBRECIPIENT agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, BCSH and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, BCSH shall have the right to invoke fiscal sanctions or other legal remedies, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date
420 W. Harrison St
Corona CA, 9_____
Address of Vendor/Recipient
(08/13/01)

Grantee's Authorized Signature

CR50-Vendor Assurance of Compliance

EXHIBIT "F"

GRANTEE PAYMENT REQUEST FORM 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From:
Remit to Name
Remit to Address
City State Zip Code

Contract Number

Total amount requested: \$ for the period of

Select Payment Type(s) Below:

☐ Advance Payment \$ (if allowed by Contract/Grant) ☐ Actual Payment \$ (reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

\$0.00

Any questions regarding this request should be directed to:
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

Amount Authorized
If amount authorized is different from amount request, please
see attached claim recap for adjustments.

Program Date

Fiscal Date

EXHIBIT “G”

SUPPORTING DOCUMENTATION REQUIREMENTS

GENERAL GUIDELINES	
❖	Claims must be submitted in an organized format.
❖	All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖	Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖	Any claims difficult to review due to organization or backup documentation issues <u>will be rejected</u> .
❖	All claims must be in accordance with the terms and conditions of your contract.
FISCAL YEAR-END (JUNE 30)	
❖	The County’s fiscal-year end is June 30 of each calendar year. The County’s ACO (Auditor-Controller’s Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by <u>June 6</u> . *If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).
❖	Claims received <u>after June 6</u> will still be paid. However, payment will be delayed until <u>after June 30</u> .
❖	Claims at year-end must still follow the same general guidelines. *Estimates are not allowed unless specifically authorized by our fiscal team.
PERSONALLY IDENTIFIABLE INFORMATION (PII)	
❖	All PII of program participants must be redacted, including:
❖	Name, Date of birth, Social Security Number, Driver’s License Number
❖	Instead of the client’s name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim.	
Spreadsheets must be provided in Excel format.	
❖	SIGNED/DATED Payment Request Form (<u>current version</u> of Form 3106 or Form 2076A, depending on the grant)
❖	Staffing Detail Worksheet
❖	Rental Assistance Summary Worksheet, if applicable

❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense explanation of
▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the specific grant/contract.
PROOF OF PA–MENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted
▪ Proof of payment of the credit card statement (cancelled check or check stub)

EXHIBIT “H”

Prohibition Against Conflicts of Interest

Community Development Block Grant
Policy Manual, I.D. # A-11

TOPIC: CONFLICT OF INTEREST CODE

RIVERSIDE COUNTY

Housing & Workforce Solutions

DATE: MARCH 1999

This Conflict of Interest Code is written to comply with Federal Regulations 2 CFR Section 200.318(c) and 2 CFR Section 200.112. Grantee shall also comply with the conflict of interest provisions in the ARPA Rules.

- 1) No employee, officer, or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
 - i) The employee, officer or agent;
 - ii) Any member of the immediate family;
 - iii) His/Her partners; or
 - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- 3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.
- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
 - i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
 - ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
 - iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
 - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
 - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.
- 5) For purposes of **Section 4**, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.

EXHIBIT "I"

Sample

Contractor Debarment Certification Form

Excluded Parties Lists System (EPLS)

The purpose of EPLS is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.

The EPLS was established to ensure that agencies solicit offers from, award contracts, grants, or financial or non-financial assistance and benefits to, and consent to subcontracts with responsible contractors/vendors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in an affected program.

In July 2012, all records from CCR/FedReg, ORCA, and EPLS, active or expired, were moved to the System for Award Management (SAM). SAM is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS.

The County of Riverside requires that each contractor/vendor hold the required federal/state/local license for the service provided.

Please complete the following verification process for each contractor/vendor:

STEP 1: Visit <https://www.sam.gov/portal/public/SAM/>

STEP 2: Under "Search Records", enter the company name and press enter.

STEP 3: Click "Print" on the Search Results page.

STEP 4: Repeat steps 2 & 3 for variations of the name of contractor/vendor (individual last name or firm).

STEP 5: Attach print out of search results to this certification as supporting documentation.

STEP 6: Attach to this certification as supporting documentation a copy of contractor/vendor license for the service provided.

By signing below ARPA Recipient, developer name, has verified the contractor/vendor known as, name of contractor/vendor, was not listed in the Excluded Parties Lists System and has the required contractor/vendor license as of date of verification.

DEVELOPER SIGNATURE

NO FEE FOR RECORDING
PURSUANT TO GOVERNMENT CODE
SECTION 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501
Attn: Heidi Marshall

A.P.N.: [119-290-049]

T.R.A. [004-003]

This Covenant Agreement (“Covenant”) is made and entered into as of the day of _____, 2023 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and City of Corona, a general law city (“OWNER”).

WHEREAS, OWNER has a fee simple interest in that certain real property located at 420 W. Harrison Street, Corona CA 92878 in the County of Riverside, also identified as Assessor's Parcel Number 119-209-049 , and more specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the "Property");

WHEREAS, on _____ COUNTY and OWNER entered into that certain Grant Agreement for the Use of ARPA Funds dated _____, 2023 (the “ARPA Grant

1 Agreement” or “Agreement”) which provides for, among other things, the replacement and/or
2 addition of new roof shingles and sheathing, addition of new facility components including but
3 not limited to an onsite clinic in the west wing of the building, a dog run shelter, security system
4 enhancements, mandated Americans with Disabilities ACT (ADA) improvements in bathrooms,
5 showers, kitchen and other places in the facility and replacement of all 4 exterior ADA access
6 ramps, interior and exterior paint, new floor coverings, fencing, landscaping, storage lockers,
7 parking lot slurry seal, interior murals, new appliances for the kitchen and laundry room, new
8 countertops in the bathrooms, new HVAC systems, commercial generator installation, enhanced
9 fire safety and protection system and other renovations that transformed the functionality and life
10 of the facility. The renovation in the creation of a 40-bed low barrier emergency
11 shelter/navigation center at 420 Harrison Street, Corona, CA. The required and mandated
12 improvements (collectively, the “Project”) increased the functionality and delivery of services at
13 the facility.

14 WHEREAS, the beds at the Project will be reserved as ARPA-Assisted Units (“ARPA-
15 Assisted Units”) for individuals experiencing unsheltered homelessness with ties to the City of
16 Corona are presumed eligible in accordance with HUD Regulations 24 CFR 570.208 (a) (2) (1)
17 (A).

18 Capitalized terms not defined herein shall have the meaning ascribed to them in the
19 ARPA Grant Agreement;

20 WHEREAS, the County is providing funding under the American Rescue Plan Act of
21 2021 (Title VI of the Social Security Act Section 602 et seq.), herein after “ARPA,” for the
22 purposes of providing decent, safe, and sanitary permanent supportive housing to homeless and
23 chronically homeless households;

24 WHEREAS, pursuant to the ARPA Grant Agreement, COUNTY granted to OWNER
25 One Million Dollars (\$1,000,000) derived from SLFRF funds (“ARPA Grant”), to pay for a
26 portion of the renovation expenses of the Project, as more fully described in the ARPA Grant
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1 Agreement;

2 WHEREAS, COUNTY is providing funding under the American Rescue Plan Act of
3 2021 (Pub. L. 2117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.),
4 herein after “ARPA,” for the purposes of providing decent, safe, and sanitary permanent
5 supportive housing to homeless and chronically homeless households;

6 WHEREAS, OWNER warrants that the use of funds complies with an Eligible Use of
7 ARPA; and

8 WHEREAS, pursuant to the ARPA Grant Agreement, OWNER has agreed to complete
9 the Project on the Property and ensure the ARPA-Assisted Units are occupied by Qualified
10 Individuals consistent with the ARPA Rules (as defined in the ARPA Grant Agreement) and as
11 set forth more specifically below.

12 NOW, THEREFORE, in consideration of the mutual covenants and agreements, and for
13 other good and valuable consideration, the receipt and sufficiency of which are hereby
14 acknowledged, OWNER, on behalf of itself and its successors, assigns, and each successor in
15 interest to the Property or any part thereof, hereby declares as follows:

16 1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated
17 herein. This Covenant shall continue in full force and effect for the later of (i) fifteen (15) years
18 from the date of execution of the Covenant Agreement, or (ii) December 1, 2038 (“Term” or
19 “Affordability Period”). For the duration of the Term, the Property shall be held, sold, and
20 conveyed, subject to the following covenants, conditions, and restrictions:

- 21 i) All the beds at the Project shall be restricted as ARPA-Assisted Units
22 provided to homeless individuals or individuals at risk of homelessness whose
23 incomes do not exceed 30% of the area median income for the County of
24 Riverside, at the time of initial occupancy.
- 25 ii) OWNER shall comply with ARPA Rules, the ARPA Grant Agreement, and
26 this Covenant and any other instrument secured against the Property.
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1 2) RESERVED.

2 3) COMPLIANCE WITH LAWS AND REGULATIONS. During the Term of this
3 Covenant, OWNER, for itself and on behalf of its successors and assigns, shall adhere to and
4 comply with all federal, state and local laws, regulations and ordinances., including, but not
5 limited to the following:

6 a) The Coronavirus State and Local Fiscal Recover Funds (“SLFRF” or
7 “ARPA Funds”).

8 b) Other Federal requirements and nondiscrimination. As set forth in the
9 ARPA Rules and the ARPA Grant Agreement.

10 4) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and its
11 successors, assigns, and each successor in interest to the Property and Project or any part thereof
12 hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all
13 applicable federal and state law and regulations and local ordinances. In addition, OWNER, its
14 successors and assigns, shall maintain the improvements on the Property in the same aesthetic
15 and sound condition (or better) as the condition of the Property at the time of execution of the
16 Covenant

17 Agreement, reasonable wear and tear excepted. This standard for the quality of maintenance of
18 the Property shall be met whether or not a specific item of maintenance is listed below. However,
19 representative items of maintenance shall include frequent and regular inspection for graffiti or
20 damage or deterioration or failure, and immediate repainting or repair or replacement of all
21 surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal
22 of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas
23 and washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a
24 healthy and attractive condition, including trimming, fertilizing and replacing vegetation as
25 necessary; cleaning windows on a regular basis; painting the buildings on a regular program and
26 prior to the deterioration of the painted surfaces; conducting a roof inspection on a regular basis

1 and maintaining the roof in a leak-free and weather-tight condition; maintaining security devices
2 in good working order. In the event OWNER, its successors or assigns fails to maintain the
3 Property in accordance with the standard for the quality of maintenance, the COUNTY or its
4 designee shall have the right but not the obligation to enter the Property upon reasonable notice
5 to OWNER, correct any violation, and hold OWNER, or such successors or assigns responsible
6 for the cost thereof, and such cost, until paid, shall constitute a lien on the Property.

7 5) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race,
8 gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation,
9 selection, hiring or treatment of any contractors or consultants, to participate in
10 subcontracting/subconsulting opportunities. OWNER understands and agrees that violation of
11 this clause shall be considered a material breach of this Lease and may result in termination,
12 debarment or other sanctions. This language shall be incorporated into all contracts between
13 OWNER and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers.
14 OWNER shall comply with the provisions of the California Fair Employment and Housing Act
15 (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352),
16 as amended, and all Administrative Rules and Regulations issued pursuant to said Acts and
17 Orders with respect to its use of the Property.

18 6) OWNER herein covenants by and for itself, its successors and assigns, and all
19 persons claiming under or through them, that this Covenant is made and accepted upon and
20 subject to the following conditions: There shall be no discrimination against or segregation of
21 any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section
22 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1,
23 subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of
24 the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment
25 of the Property, nor shall the transferee itself or any person claiming under or through him or her,
26 establish or permit any such practice or practices of discrimination or segregation with reference
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1 to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants,
2 or vendees of the Property.

3 7) OWNER, its successors and assigns, shall refrain from restricting the rental, sale, or
4 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex,
5 sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease,
6 and contract entered into with respect to the Property, or any portion thereof, after the date of this
7 Agreement shall contain or be subject to substantially the following nondiscrimination or
8 nonsegregation clauses:

9 a) In deeds: "The grantee herein covenants by and for himself or herself, his or
10 her heirs, executors, administrators, and assigns, and all persons claiming under or through them,
11 that there shall be no discrimination against or segregation of, any person or group of persons on
12 account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as
13 those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of
14 subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale,
15 lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed,
16 nor shall the grantee or any person claiming under or through him or her, establish or permit any
17 practice or practices of discrimination or segregation with reference to the selection, location,
18 number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises
19 herein conveyed. The foregoing covenants shall run with the land."

20 b) In leases: "The lessee herein covenants by and for himself or herself, his or
21 her heirs, executors, administrators, and assigns, and all persons claiming under or through him
22 or her, and this lease is made and accepted upon and subject to the following conditions: That
23 there shall be no discrimination against or segregation of any person or group of persons, on
24 account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as
25 those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of
26 subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing,
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1 subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor
2 shall the lessee himself or herself, or any person claiming under or through him or her, establish
3 or permit any such practice or practices of discrimination or segregation with reference to the
4 selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or
5 vendees in the premises herein leased.”

6 c) In contracts: “There shall be no discrimination against or segregation of any
7 person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section
8 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1,
9 subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of
10 the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment
11 of the land, nor shall the transferee itself or any person claiming under or through him or her,
12 establish or permit any such practice or practices of discrimination or segregation with reference
13 to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants,
14 or vendees of the land.”

15 In addition to the obligations and duties of OWNER set forth herein, OWNER
16 shall, upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
17 administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or
18 defending any discrimination claim brought by any third party and/or local, state or federal
19 government entity, arising out of or in connection with the Agreement or this Covenant.

20 8) INSURANCE. Without limiting or diminishing OWNER’s obligation to indemnify or
21 hold COUNTY harmless, OWNER shall procure and maintain or cause to be maintained, at its
22 sole cost and expense, the following insurance coverage’s during the term of this Covenant.

23 a) Worker’s Compensation Insurance. If OWNER has employees as defined
24 by the State of California, OWNER shall maintain statutory W’rkers' Compensation Insurance
25 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
26 Employers’ Liability (Coverage B) including Occupational Disease with limits not less than
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1 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor
2 of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate
3 Employer Endorsement.

4 b) Commercial General Liability Insurance. Commercial General Liability
5 insurance coverage, including but not limited to, premises liability, contractual liability, products
6 and completed operations liability, personal and advertising injury, and cross liability coverage,
7 covering claims which may arise from or out of OWNER's performance of its obligations
8 hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts,
9 and Departments, their respective directors, officers, Board of Supervisors, employees, elected or
10 appointed officials, agents or representatives as Additional Insured. Policy's limit of liability
11 shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance
12 contains a general aggregate limit, it shall apply separately to this agreement or be no less than
13 two (2) times the occurrence limit.

14 c) b.1 Sexual Abuse or Molestation (SAM) Liability: If the work will
15 include contact with minors, and the Commercial General Liability policy is not endorsed to
16 include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and
17 maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000
18 per occurrence or claim.Vehicle Liability Insurance. If vehicles or mobile equipment are used in
19 the performance of the obligations under this Covenant, then OWNER shall maintain liability
20 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
21 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
22 limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
23 limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and
24 Departments, their respective directors, officers, Board of Supervisors, employees, elected or
25 appointed officials, agents or representatives as Additional Insured or provide similar evidence
26 of coverage approved by County's Risk Manager ("Risk Manager").
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1 d) General Insurance Provisions – All Lines.

2 (1) Any insurance carrier providing insurance coverage hereunder shall be
3 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
4 unless such requirements are waived, in writing, by Risk Manager. If Risk Manager waives a
5 requirement for a particular insurer such waiver is only valid for that specific insurer and only for
6 one policy term.

7 (2) OWNER's insurance carrier(s) must declare its insurance self-insured
8 retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall
9 have the prior written consent of Risk Manager. Upon notification of self-insured retention
10 unacceptable to COUNTY, and at the election of Risk Manager, OWNER's carriers shall either:
11 (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees
12 payment of losses and related investigations, claims administration, and defense costs and
13 expenses.

14 (3) OWNER shall cause OWNER's insurance carrier(s) to furnish the
15 County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting
16 coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager,
17 provide copies of policies including all Endorsements and all attachments thereto, showing such
18 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
19 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
20 to the County of Riverside prior to any material modification, cancellation, expiration or
21 reduction in coverage of such insurance. OWNER shall not continue operations until COUNTY
22 has been furnished Certificate(s) of Insurance and copies of endorsements and if requested,
23 copies of policies of insurance including all endorsements and any and all other attachments as
24 required herein. An individual authorized by the insurance carrier to do so, on its behalf, shall
25 sign the original endorsements for each policy and the Certificate of Insurance.

26 (4) It is understood and agreed to by the parties hereto that OWNER's
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insurance shall be construed as primary insurance, and 'OUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(5) If, during the term of this Covenant or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), then COUNTY reserves the right to adjust the types of insurance required under this Covenant and the monetary limits of liability for the insurance coverage's currently required herein, if; in Risk M'nager's reasonable judgment, the amount or type of insurance carried by OWNER has become inadequate.

(6) OWNER shall pass down the insurance obligations contained herein to all tiers of subcontractors.

(7) OWNER agrees to notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Agreement.

9) HOLD HARMLESS/INDEMNIFICATION. OWNER shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of OWNER, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of OWNER, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. OWNER shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to

any action or claim subject to indemnification herein by OWNER shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes OWNER's indemnification to Indemnitees as set forth herein. OWNER's obligation hereunder shall be satisfied when OWNER has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe OWNER's obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve OWNER from indemnifying the Indemnitees to the fullest extent allowed by law. The indemnification set forth in this **Section 9** shall survive the expiration and earlier termination of this Covenant.

10) NOTICES. All Notices provided for in this Covenant shall be deemed received when personally delivered, or two (2) days following mailing by certified mail, return receipt requested. All mailing shall be addressed to the respective parties at their addresses set forth below, or at such other address as each party may designate in writing and give to the other party:

COUNTY

Director HWS
County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501

GRANTEE

Homeless Solutions Manager
Karen Roper
400 S. Vicentia Avenue
Corona, CA 92882

11) REMEDIES. COUNTY shall have the right, in the event of any breach of any such agreement or covenant, to exercise all available rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

1 12) TERM. The non-discrimination covenants, conditions and restrictions contained in
2 **Sections 5, 6 and 7** of this Covenant shall remain in effect in perpetuity. Every other covenant,
3 condition and restriction contained in this Covenant shall continue in full force and effect for the
4 Term, as defined in **Section 1** of this Covenant.

5 13) NOTICE AND OPPORTUNITY CURE. Prior to exercising any remedies hereunder,
6 the COUNTY shall give OWNER notice of such default pursuant to **Section 10** above. Any
7 monetary default shall be cured within ten (10) days of delivery of written notice. Except as
8 otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within
9 thirty (30) days of delivery of such notice of default, OWNER shall have such period to effect a
10 cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not
11 reasonably capable of being cured within thirty (30) days of delivery of such notice of default,
12 and OWNER (a) initiates corrective action within said period, and (b) diligently, continually, and
13 in good faith works to effect a cure as soon as possible, then OWNER shall have such additional
14 time as is reasonably necessary to cure the default prior to exercise of any remedies by the
15 COUNTY; but in no event no later than sixty (60) days from delivery of such notice of default,
16 subject to force majeure.

17 14) If a violation of any of the covenants or provisions of this Covenant remains uncured
18 after the respective time period set forth in **Section 13**, COUNTY and its successors and assigns,
19 without regard to whether COUNTY or its successors and assigns is an owner of any land or
20 interest therein to which these covenants relate, may institute and prosecute any proceedings at
21 law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel
22 specific performance by OWNER of its obligations hereunder. No delay in enforcing the
23 provisions hereof as to any breach or violation shall impair, damage or waive the right of any
24 party entitled to enforce the provisions hereof or to obtain relief against or recover for the
25 continuation or repetition of such breach or violations or any similar breach or violation hereof at
26 any later time.

1 15) Any cure tendered by Owner's limited partner shall be accepted or rejected on the
2 same basis as if tendered by OWNER.

3 16) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY.
4 OWNER hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the
5 Project, the Property or any portion thereof, without obtaining the prior written consent of
6 COUNTY, in its sole discretion. Any sale, assignment, or transfer of the Project or Property,
7 shall be memorialized an assignment and assumption agreement the form and substance of which
8 have been first approved in writing by the COUNTY in its sole discretion. Such assignment and
9 assumption agreement shall, among other things, provide that the transferee has assumed in
10 writing and in full, and is reasonably capable of performing and complying with OWNER's
11 duties and obligations under the ARPA Grant Agreement and this Covenant, provided, however
12 OWNER shall not be released of all obligations under the ARPA Grant Agreement and this
13 Covenant.

14 17) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or
15 modified only by a written amendment signed by authorized representatives of both parties.

16 18) GOVERNING LAW; VENUE; SEVERABILITY. This Covenant shall be governed
17 by the laws of the State of California. Any legal action related to the performance or
18 interpretation of this Covenant shall be filed only in the Superior Court of the State of California
19 located in Riverside, California, and the parties waive any provision of law providing for a
20 change of venue to another location. In the event any provision in this Covenant is held by a
21 court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions
22 will nevertheless continue in full force without being impaired or invalidated in any way.

23 19) BINDING EFFECT. The rights and obligations of this Covenant shall bind and inure
24 to the benefit of the respective heirs, successors and assigns of the parties.

25 20) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions,
26 restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or
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1 in any way impair the lien or charge of any deed of trust or mortgage permitted by the ARPA
2 Grant Agreement or the lien or charge of a deed of trust made by OWNER for the benefit of any
3 lender first approved in writing by the COUNTY (each, a “Permitted Lender”) and nothing
4 herein or in the ARPA Grant Agreement shall prohibit or otherwise limit the exercise of a
5 Permitted Lender’s rights and remedies thereunder, including a foreclosure or deed-in-lieu of
6 foreclosure and subsequent transfer thereafter.

7 21) SEVERABILITY. In any event that any provision, whether constituting a separate
8 paragraph or whether contained in a paragraph with other provisions, is hereafter determined to
9 be void and unenforceable, it shall be deemed separated and deleted from the agreement and the
10 remaining provisions of this Agreement shall remain in full force and effect.

11 22) PROJECT MONITORING AND EVALUATION.

12 a) Reserved.

13 b) Inspections. During the Affordability Period, COUNTY must perform
14 on-site inspections of ARPA-Assisted Units to determine compliance with the property
15 standards. The on-site inspections shall occur within 12 months after execution of the Covenant
16 Agreement and at least once every 3 years thereafter during the Affordability Period. If there
17 are observed deficiencies for any of the inspectable items in the property standards established
18 by COUNTY, a follow-up on-site inspection to verify that deficiencies are corrected must occur
19 within 12 months. COUNTY may establish a list of non-hazardous deficiencies for which
20 correction can be verified by third party documentation (e.g., paid invoice for work order) rather
21 than re-inspection. Health and safety deficiencies must be corrected immediately. COUNTY
22 must adopt a more frequent inspection schedule for properties that have been found to have
23 health and safety deficiencies. The OWNER must annually certify to the COUNTY that each
24 building and all ARPA-Assisted Units in the project are suitable for occupancy, taking into
25 account State and local health, safety, and other applicable codes, ordinances, and requirements,
26 and the ongoing property standards established by the participating jurisdiction. Inspections
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1 must be based on a statistically valid sample of units appropriate for the size of the COUNTY
2 ARPA-Assisted Project, as set forth by HUD through notice.

3 23) ACCESS TO PROJECT SITE. Representatives of the COUNTY and the Federal or
4 State awarding agencies shall have the right of access to the Property, upon 24 hours' written
5 notice to OWNER (except in the case of an emergency, in which case COUNTY and/or the
6 Federal or State awarding agency shall provide such notice as may be practical under the
7 circumstances), without charges or fees, during normal business hours to review the operation of
8 the Project in accordance with this Covenant and the ARPA Grant Agreement.

9 24) COUNTERPARTS. This Covenant may be signed by the different parties hereto in
10 counterparts, each of which shall be an original, but all of which together shall constitute one and
11 the same agreement.

12 25) Recitals. The Recitals set forth above are true and correct and incorporated herein by
13 this reference.

14 26) This Covenant and the ARPA Grant Agreement set forth and contain the entire
15 understanding and agreement of the parties hereto. There are no oral or written representations,
16 understandings, or ancillary covenants, undertakings or agreements, which are not contained or
17 expressly referred to within this Covenant, and the ARPA Grant Agreement, including all
18 amendments and modifications to the Agreement.

19
20 [Remainder of Page Intentionally Blank]
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22
23 [SIGNATURES ON THE NEXT PAGE]
24
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1 IN WITNESS WHEREOF, COUNTY and OWNER have executed this Covenant as of
2 the dates written below.

3 COUNTY:

GRANTEE:

4 COUNTY OF RIVERSIDE, a political
5 subdivision of the State of California

City of Corona, a General Law City

6
7 By: _____
8 Heidi Marshall, Director HWS

By: _____
Jacob Ellis, City Manager

9
10 Date: _____

Date: _____

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12
13 **(Above signatures need to be notarized)**

14
15 APPROVED AS TO FORM:

16 MINH C. TRAN, COUNTY COUNSEL

17
18 By: _____
19 Paula S. Salcido
20 Deputy County Counsel

(COUNTY and OWNER signatures need to be notarized)

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2 **< CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >**
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EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

ADDRESS: 420 W. Harrison Street

ASSESSOR'S PARCEL NUMBER: 119-29-049

420 W. HARRISON STREET 119-290-049

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GRANT AGREEMENT FOR THE USE OF
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

This GRANT AGREEMENT FOR THE USE OF AMERICAN RESCUE PLAN ACT FUNDS (“Agreement”) by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”) and COACHELLA VALLEY RESCUE MISSION, a California nonprofit public benefit corporation (“GRANTEE”). The COUNTY and GRANTEE may be individually referred to herein as a “Party” and collectively as the “Parties”. This Agreement, for the use of U.S. Department of the Treasury (“U.S. Treasury”) Coronavirus State and Local Fiscal Recovery Funds (“SLRF”) under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter “ARPA” or the “Act”, is made and entered into as of the Effective Date (defined herein).

RECITALS

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the “SLFRF”; and

WHEREAS, state, territorial, local and tribal governments must comply with the Final Rule by April 1, 2022 when the Final Rule takes effect; and

WHEREAS, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the “ARPA Rules”) provide that SLFRF may be used to cover costs that are necessary expenditures incurred due to the public health emergency of the COVID-19 pandemic; and

WHEREAS, on October 19, 2021, via Minute Order 3.5, the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness; and

WHEREAS, on October 4, 2022 (Minute Order 3.44), the Board approved the second installment allocation of APRA funds to focus on projects and/or programs that serve as a

1 pathway to create affordable housing with necessary supporting infrastructure to assist low-
2 income communities disproportionately affected by the COVID-19 pandemic; and

3 WHEREAS, GRANTEE is proposing to utilize SLFRF funds to pay a portion of the costs
4 to expand the Family Shelter at the Coachella Valley Rescue Mission by 6000 square feet shelter
5 space to provide 60 additional beds at the existing Family Shelter. The new building will include at a
6 minimum ten private rooms with bathrooms, a community kitchen, a day room, and a flex room. The
7 Project will be located at 47470 Van Buren Street in Indio, California 92201, more specifically known as
8 Assessor's Parcel Number 603-050-009 and 603-050-011, and as more specifically described in the
9 legal description attached hereto and incorporated herein as **Exhibit A**; and

10 WHEREAS, the purpose of this Agreement is for COUNTY to provide financial
11 assistance to GRANTEE in the maximum amount of One Million Dollars (\$1,000,000.00)
12 consisting of SLFRF funds, to fund a portion of the expansion costs of the Property, as more
13 fully described herein; and

14 WHEREAS, pursuant to 31 CFR Part 35.6, one of the Eligible Uses (as defined under
15 ARPA Rules) of the SLFRF funds is to respond to the public health emergency or its negative
16 economic impacts for the purpose of assisting low-income households and individuals
17 disproportionately impacted by the COVID-19 pandemic through the development, repair and
18 operation of affordable housing and services or programs to increase long-term housing security;

19 WHEREAS, the ARPA-assisted activities described herein comply with the Eligible Uses
20 under ARPA Rules in that they are necessary to assist populations experiencing food and housing
21 insecurity as a result of impacts due do to the COVID-19 public health emergency.

22 NOW, THEREFORE, based upon the foregoing Recitals and for good and valuable
23 consideration, the receipt and sufficiency of which is acknowledged by all Parties, the COUNTY
24 and GRANTEE hereby agree as follows:

25 1. PURPOSE. The aforementioned Recitals are true and correct and incorporated
26 herein by this reference. COUNTY has agreed provide a grant in the maximum total of One
27 Million Dollars (\$1,000,000.00) in ARPA funds ("ARPA Grant") to GRANTEE upon the
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satisfaction of the terms and conditions set forth herein, including but not limited to the conditions precedent to distribution of the ARPA Grant set forth in **Section 11** below. Subject also to **Sections 48** below, GRANTEE shall undertake and complete the ARPA activities required herein and as set forth in **Exhibits A, B and C**, and shall utilize the ARPA Grant, as required herein and pursuant to the ARPA Rules. GRANTEE shall serve people that are experiencing homelessness or are chronically homeless as defined in Title 24 CFR Part 578.3 (“Qualified Population(s)”).

2. GRANTEE’S OBLIGATIONS. Upon the commencement of the Effective Date (defined in **Section 55** below), GRANTEE hereby agrees to undertake and complete the following activities within the time period(s) set forth herein and in **Exhibit B**:

- a. Satisfy the conditions precedent to distribution of the ARPA Grant set forth in **Section 11** below.
- b. Fund the Project in accordance with the timeline set forth in **Exhibit B and C**.
- c. Operate the Project in such a manner so that it will remain available to the Qualified Population for the Affordability Period as defined in **Section 14** below.
- d. Maintain the Project in compliance with applicable local, state, federal laws, codes and regulations, including but not limited to the ARPA rules, as further described in **Section 17** below until the expiration of the Term of this Agreement set forth in **Section 6** below, and the Affordability Period set forth in **Section 14** below.
- e. The SLFRF funds shall be used for only Eligible Uses under the ARPA Rules and GRANTEE shall expend the SLFRF funds by December 31, 2026. GRANTEE shall demonstrate to the COUNTY, in the COUNTY’s sole and absolute discretion, that the SLFRF funds are deemed fully expended in compliance with the ARPA Rules.

3. RESERVED.

1 4. ARPA GRANT. Subject to GRANTEE's satisfaction of the conditions precedent
2 to disbursement of the ARPA Grant set forth in **Section 11** below, COUNTY shall distribute the
3 ARPA Grant to GRANTEE.

4 5. PRIOR COUNTY APPROVAL.

5 a. Except as otherwise expressly provided in this Agreement, approvals required
6 of the COUNTY shall be deemed granted by the written approval of the
7 Director of Housing and Workforce Solutions ("HWS"), or designee.
8 Notwithstanding the foregoing, the Director may, in their sole discretion, refer
9 to the governing body of the COUNTY any item requiring COUNTY
10 approval; otherwise, "COUNTY approval" means and refers to approval by
11 the Director of HWS, or designee.

12 b. The Director of HWS, or designee, shall have the right to make changes to the
13 attachments to this Agreement in order to ensure that all such attachments are
14 consistent with the terms and provisions of this Agreement.

15 6. TERM OF AGREEMENT. This Agreement shall become effective upon the
16 Effective Date, as defined in **Section 55** below, and unless terminated earlier pursuant to the
17 terms hereof, shall continue in full force and effect until the later to occur of (i) December 1,
18 2038 or (ii) fifteen years (15) years from the recordation of the Notice of Completion in the
19 Official Records for the new building for which construction is completed for the Project ("Term
20 of Agreement").

21 7. GRANTEE'S REPRESENTATIONS. GRANTEE represents and warrants to
22 COUNTY as follows:

23 a. Authority. GRANTEE has full right, power, and lawful authority to enter into
24 this Agreement and accept the ARPA Grant and undertake all obligations as
25 provided herein. The execution, performance, and delivery of this Agreement
26 by GRANTEE have been fully authorized by all requisite actions on the part
27 of GRANTEE.
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b. No Conflict. To the best of GRANTEE's knowledge, GRANTEE's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under contract, agreement or order to which GRANTEE is a party or by which it is bound.

c. No Bankruptcy. GRANTEE is not the subject of a bankruptcy proceeding.

d. Prior to Closing. GRANTEE shall, upon learning of any fact or condition which would cause any of the warranties and representations in this **Section 7** not to be true as of close of escrow, immediately give written notice of such fact or condition to COUNTY. Such exception(s) to a representation shall not be deemed a breach by GRANTEE hereunder but shall constitute an exception which COUNTY shall have the right to approve or disapprove if such exception would have an effect on the value and/or operation of the Project.

8. COMPLETION SCHEDULE. GRANTEE shall proceed consistent with the Schedule of Performance set forth in **Exhibit B**, as such schedule may be amended, in COUNTY's sole and absolute discretion, pursuant to **Section 10**, and subject to Force Majeure Delays as defined in **Section 9**.

9. FORCE MAJEURE DELAYS. "Force Majeure" means event(s) beyond the reasonable control of GRANTEE, and which could not have been reasonably anticipated, which prevent(s) GRANTEE from complying with any of its obligations under this Agreement, including, but not limited to: acts of God, acts of war, acts or threats of terrorism, civil disorders, strikes, labor disputes, flood, fire, explosion, earthquake or other similar acts.

"Force Majeure Delay" is delay due to Force Majeure that, in each case, (i) materially adversely affects the performance by GRANTEE of its obligations hereunder, (ii) is not reasonably foreseeable and is beyond GRANTEE's reasonable control, (iii) despite the exercise of reasonable diligence, cannot be prevented, avoided or removed by GRANTEE and is not attributable to the negligence, willful misconduct or bad faith of GRANTEE, and (iv) is not the result of the failure of GRANTEE to perform any of its obligations under this Agreement.

Notwithstanding the foregoing, a Force Majeure Delay shall not be deemed to have occurred unless GRANTEE has notified COUNTY in writing of such occurrence within fifteen (15) days after such occurrence, and has provided COUNTY with the details of such event and the length of the anticipated delay within an additional fifteen (15) days thereafter. GRANTEE shall diligently attempt to remove, resolve, or otherwise eliminate such event, keep COUNTY advised with respect thereto, and shall commence performance of its obligations hereunder immediately upon such removal, resolution or elimination. During the occurrence and continuance of a Force Majeure Delay, GRANTEE shall be excused from performance of its obligations under this Agreement to the extent the Force Majeure prevents GRANTEE from performing such obligations.

10. EXTENSION OF TIME. Subject to **Section 2(e)** above, COUNTY may, in its sole and absolute discretion and subject to ARPA Rules, grant an extension to the Schedule of Performance set forth in **Exhibit B** for the purpose of completing GRANTEE's activities which cannot be completed as outlined in **Exhibit B**. GRANTEE shall request said extension in writing, stating the reasons therefore, which extension must be first approved in writing by the COUNTY in its sole and absolute discretion. The Director of HWS, or designee, may extend all pending deadlines in the Schedule of Performance on two (2) or fewer occasions, so long as the aggregate duration of such administrative time extensions is no greater than three hundred sixty five (365) days and complies with all ARPA Rules. Every term, condition, covenant, and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

11. CONDITIONS PRECEDENT TO DISTRIBUTION OF ARPA GRANT FUNDS. COUNTY, through its Department of HWS, shall disburse the ARPA Grant funds directly to GRANTEE, subject to the conditions precedent set forth below. COUNTY shall not disburse any ARPA Grant funds pursuant to this Agreement until the following conditions precedent have been satisfied:

- a. GRANTEE executes this Agreement and delivers to COUNTY;
- b. GRANTEE provides COUNTY with evidence of insurance as required herein;

- 1 c. GRANTEE provides evidence it has obtain the necessary building permits to
2 develop improvements to the property that are being proposed as outlined in
3 **Exhibit B**;
- 4 d. GRANTEE executes the Covenant Agreement, substantially conforming in
5 form and substance to the Covenant Agreement attached hereto and
6 incorporated herein as **Exhibit J**, and delivers to the County of Riverside;
- 7 e. RESERVED;
- 8 f. RESERVED;
- 9 g. GRANTEE is not in default under the terms of this Agreement or any other
10 agreement related to the financing of the Project;
- 11 h. If Davis Bacon and/or prevailing wages are required to be paid, GRANTEE
12 hires a qualified professional firm to review and monitor Davis Bacon and/or
13 prevailing wage compliance for all submissions of contractors certified
14 payrolls to COUNTY. In the event that the Project requires prevailing wages,
15 GRANTEE shall comply with, and shall require its contractors and
16 subcontractors performing work on the Project, to pay prevailing wages, use a
17 skilled and trained workforce, and adhere to any applicable labor regulations
18 and all State laws in connection with the construction of the Project, including
19 but not limited to Article 1 (commencing with Section 1720) of Part 7 of
20 Division 2 of the Labor Code, and Chapter 2.9 (commencing with Section
21 2600) of Part 1 of Division 2 of the Public Contract Code. GRANTEE agrees
22 and acknowledges that it is the responsibility of GRANTEE to obtain a legal
23 determination, at GRANTEE's sole cost and expense, as to whether prevailing
24 wages must be paid during the construction of the Project. If the Project is
25 subject to prevailing wages, then GRANTEE shall be solely responsible to pay
26 its contractors and subcontractors the required prevailing wage rates.
27 GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from
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and against any and all liability arising out of and related to GRANTEE's failure to comply with any and all applicable Davis Bacon and/or prevailing wage requirements;

- i. GRANTEE agrees to verify that GRANTEE, and its principals, or any/all persons, contractors, consultants, businesses, etc. ("Developer Associates"), are conducting business with, are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation or from receiving federal contracts or federally approved subcontracts or from certain types of federal financial and nonfinancial assistance and benefits with the Excluded Parties Listing System ("EPLS"). EPLS records are located at www.sam.gov; and
- j. GRANTEE shall search and provide a single comprehensive list of Developer Associates (individuals and firms) and print and maintain evidence of the search results of each Developer Associate as verification of compliance with this requirement, as provided in **Exhibit I**, "Contractor Debarment Certification Form", which is attached hereto and incorporated herein by this reference.

GRANTEE agrees to submit the following documentation to COUNTY, 180 days from execution of this Agreement:

- 1) Service Plan;
- 2) Management Plan; and
- 3) Funding commitments and sources and uses for the proposed modifications to the existing buildings for the proposed intended use.

12. REALLOCATION OF FUNDS. If GRANTEE fails to utilize the funds by December 1, 2024, then GRANTEE shall be instructed to return any remaining ARPA Grant funds back to the COUNTY after at least ten (10) days' prior written notice to GRANTEE, unless extension granted by COUNTY. Upon such reallocation and repayment of funds, this Agreement shall be terminated and be of no further force and effect and GRANTEE shall be released and

1 discharged from any obligations hereunder, except as to those obligations which by their terms
2 survive termination of this Agreement.

3 13. DISTRIBUTION OF FUNDS. COUNTY'S Board of Supervisors shall determine
4 the final disbursement and distribution of all funds received by COUNTY under ARPA.
5 Disbursement of ARPA Grant shall occur upon the satisfaction of conditions set forth in **Section**
6 **11**. COUNTY shall pay GRANTEE in the form of funding draw requests with supporting
7 documents which specifically state how such funds will be expended. COUNTY shall promptly
8 review the funding draw request and supporting documentation, but in no event later than thirty
9 (30) days. COUNTY may require additional information from GRANTEE as may be necessary
10 and appropriate for COUNTY to make its determination as to allowable costs. COUNTY shall
11 deposit the sum specified in the funding draw requests into GRANTEE'S bank account upon
12 receipt of wire instructions.

13 14. TERMS OF AFFORDABILITY. The Coachella Valley Rescue Mission shall
14 remain occupied and available to Qualified Populations, pursuant to **Section 18** below, **Exhibit**
15 **A**, and the Covenant Agreement attached hereto as **Exhibit J**, until the later of (i) fifteen (15)
16 years from the recordation of the Notice of Completion in the Official Records for the new
17 building for which construction is completed for the Project, or (ii) December 1, 2038
18 ("Affordability Period").

19 15. INSURANCE. Without limiting or diminishing GRANTEE'S obligation to
20 indemnify or hold COUNTY harmless, GRANTEE and its general contractor for the Project
21 ("General Contractor"), shall procure and maintain or cause to be maintained, at its sole cost and
22 expense, the following insurance coverages during the Term of this Agreement.

- 23 a. Builder's All Risk (Course of Construction) Insurance. GRANTEE shall cause
24 General Contractor to provide a policy of Builder's All Risk (Course of
25 Construction) insurance coverage including (if the work is located in an
26 earthquake or flood zone or if required on financed or bond financing
27 arrangements) coverage for earthquake and flood, covering the COUNTY,
28 GRANTEE and every subcontractor, of every tier, for the entire Project,

1 including property to be used in the construction of the work while such
2 property is at off-site storage locations or while in transit or temporary off-site
3 storage. Such policy shall include, but not be limited to, coverage for fire,
4 collapse, faulty workmanship, debris removal, expediting expense, fire
5 department service charges, valuable papers and records, trees, grass,
6 shrubbery and plants. If scaffolding, false work and temporary buildings are
7 insured separately by the GRANTEE or others, evidence of such separate
8 coverage shall be provided to County prior to the start of the work. Such policy
9 shall be written on an all risk basis and a completed value form. Such policy
10 shall cover the full insurable value. Such policy shall also provide coverage
11 for temporary structures (on-site offices, etc.), fixtures, machinery and
12 equipment being installed as part of the work. GRANTEE shall be responsible
13 for any and all deductibles under such policy. Upon request by COUNTY,
14 GRANTEE shall declare all terms, conditions, coverages and limits of such
15 policy. Such policy shall name the COUNTY as a loss payee as their interest
16 may appear. If the County so provides, in its sole discretion, the All Risk
17 (Course of Construction) insurance for the Project, then GRANTEE shall
18 assume the cost of any and all applicable policy deductibles (currently,
19 \$50,000 per occurrence) and shall insure its own machinery, equipment, tools,
20 etc. from any loss of any nature whatsoever.

- 21 b. Workers' Compensation Insurance. If Grantee or General Contractor have
22 employees as defined by the State of California, the CONTRACTOR shall
23 maintain statutory Workers' Compensation Insurance (Coverage A) as
24 prescribed by the laws of the State of California. Policy shall include
25 Employers' Liability (Coverage B) including Occupational Disease with limits
26 not less than \$1,000,000 per person per accident. The policy shall be endorsed
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1 to waive subrogation in favor of The County of Riverside. Policy shall name
2 the COUNTY as Additional Insureds.

3 c. Commercial General Liability Insurance. Grantee shall maintain Commercial
4 General Liability insurance coverage, including but not limited to, premises
5 liability, unmodified contractual liability, products and completed operations
6 liability, personal and advertising injury, and cross liability coverage, covering
7 claims which may arise from or out of CONTRACTOR'S performance of its
8 obligations hereunder. Policy shall name the COUNTY as Additional Insured.
9 Policy's limit of liability shall not be less than \$2,000,000 per occurrence
10 combined single limit. If such insurance contains a general aggregate limit, it
11 shall apply separately to this agreement or be no less than two (2) times the
12 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

13 d. Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
14 performance of the obligations under this Agreement, then CONTRACTOR
15 shall maintain liability insurance for all owned, non-owned or hired vehicles
16 so used in an amount not less than \$1,000,000 per occurrence combined single
17 limit. If such insurance contains a general aggregate limit, it shall apply
18 separately to this agreement or be no less than two (2) times the occurrence
19 limit. Policy shall name the COUNTY as Additional Insureds.

20 e. General Insurance Provisions – All Lines.

21 (i) Any insurance carrier providing insurance coverage hereunder shall be
22 admitted to the State of California and have an A M BEST rating of not
23 less than A: VIII (A:8) unless such requirements are waived, in writing,
24 by COUNTY Risk Manager. If COUNTY's Risk Manager waives a
25 requirement for a particular insurer such waiver is only valid for that
26 specific insurer and only for one policy term.

1 (ii) GRANTEE, or Grantee on behalf of General Contractor, must declare
2 its insurance self-insured retentions. If such self-insured retentions
3 exceed \$500,000 per occurrence such retentions shall have the prior
4 written consent of COUNTY Risk Manager before the commencement
5 of operations under this Agreement. Upon notification of self-insured
6 retention unacceptable to COUNTY, and at the election of COUNTY's
7 Risk Manager, GRANTEE's or General Contractor's, as applicable,
8 carriers shall either: (a) reduce or eliminate such self-insured retention
9 as respects this Agreement with COUNTY, or (b) procure a bond which
10 guarantees payment of losses and related investigations, claims
11 administration, and defense costs and expenses.

12 (iii) GRANTEE shall cause GRANTEE's and General Contractor's
13 insurance carrier(s) to furnish the County of Riverside with copies of
14 the Certificate(s) of Insurance and Endorsements effecting coverage as
15 required herein, and 2) if requested to do so orally or in writing by
16 COUNTY Risk Manager, provide copies of policies including all
17 Endorsements and all attachments thereto, showing such insurance is
18 in full force and effect. Further, said Certificate(s) and policies of
19 insurance shall contain the covenant of the insurance carrier(s) that
20 thirty (30) days written notice shall be given to the County of Riverside
21 prior to any material modification, cancellation, expiration or reduction
22 in coverage of such insurance. In the event of a material modification,
23 cancellation, expiration, or reduction in coverage, this Agreement shall
24 terminate forthwith, unless the County of Riverside receives, prior to
25 such effective date, another Certificate of Insurance and copies of
26 endorsements, including all endorsements and attachments thereto
27 evidencing coverages set forth herein and the insurance required herein
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1 is in full force and effect. GRANTEE shall not commence operations
2 until COUNTY has been furnished Certificate(s) of Insurance and
3 copies of endorsements and if requested, copies of policies of insurance
4 including all endorsements and any and all other attachments as
5 required in this Section. An individual authorized by the insurance
6 carrier on its behalf shall sign the original endorsements for each policy
7 and the Certificate of Insurance.

8 (iv) It is understood and agreed to by the parties hereto that GRANTEE's
9 insurance shall be construed as primary insurance, and COUNTY's
10 insurance and/or deductibles and/or self-insured retentions or self-
11 insured programs shall not be construed as contributory.

12 (v) If, during the term of this Agreement or any extension thereof, there is
13 a material change in the scope of services; or, there is a material change
14 in the equipment to be used in the performance of the scope of work
15 which will add additional exposures (such as the use of aircraft,
16 watercraft, cranes, etc.); or, the term of this Agreement, including any
17 extensions thereof, exceeds five (5) years, COUNTY reserves the right
18 to adjust the types of insurance required under this Agreement and the
19 monetary limits of liability for the insurance coverages currently
20 required herein, if; in COUNTY Risk Manager's reasonable judgment,
21 the amount or type of insurance carried by GRANTEE has become
22 inadequate.

23 (vi) GRANTEE shall pass down the insurance obligations contained herein
24 to all tiers of subcontractors working under this Agreement.

25 (vii) The insurance requirements contained in this Agreement may be
26 met with a program(s) of self-insurance acceptable to COUNTY.
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(viii) GRANTEE agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. FINANCIAL AND PROJECT RECORDS. GRANTEE shall maintain financial, programmatic, statistical, and other supporting records of its operations and financial activities sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), in accordance with the requirements of the ARPA Rules, which records shall be open to inspection and audit by authorized representatives of COUNTY, the California Department of Finance, and the United States Department of the Treasury Office of Inspector General, during regular working hours. COUNTY, state, and federal representatives have the right of access, with at least forty-eight (48) hours prior notice, to any pertinent books, documents, papers, or other records of GRANTEE, in order to make audits, examinations, excerpts, and transcripts. Said records shall be retained for such time as may be required by the ARPA Rules, but in no event no less than five (5) years after the Project completion date as evidenced by recordation of the Notice of Completion, or after final payment is made, whichever is later, to support reported expenditures and to participate in COUNTY, state, and federal audits; except that records of individual income verifications, project rents, and project inspections must be retained for the most recent five (5) year period, until five (5) years after the Affordability Period terminates. If any litigation, claim, negotiation, audit, or other action has been started before the expiration of the regular period specified, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular period, whichever is later.

17. COMPLIANCE WITH LAWS AND REGULATIONS. By executing this Agreement, GRANTEE hereby certifies that it will adhere to and comply with all federal, state and local laws, regulations and ordinances. In particular, GRANTEE shall comply with the ARPA Rules and the following as they may be applicable to GRANTEE in connection with the ARPA Grant:

- 1 a. Compliance with Executive Order 11246 of September 24, 1965, entitled
2 "Equal Employment Opportunity", as amended by Executive Order 11375 of
3 October 13, 1967, and as supplemented in Department of Labor Regulations
4 (41 CFR Part 60).The GRANTEE will not discriminate against any employee
5 or applicant for employment because of race, color, religion, sex, or national
6 origin. GRANTEE shall ensure that all qualified applicants will receive
7 consideration for employment without regard to race, color, religion, sex or
8 national origin. The GRANTEE will take affirmative action to ensure that
9 applicants are employed and the employees are treated during employment,
10 without regard to their race color, religion, sex, or national origin. Such actions
11 shall include, but are not limited to, the following: employment, up-grading,
12 demotion, or transfer; recruitment or recruitment advertising; rates of pay or
13 other forms of compensation; and selection for training, including
14 apprenticeship. The GRANTEE agrees to post in a conspicuous place, available
15 to employees and applicants for employment, notices to be provided by the
16 County setting forth the provisions of this non-discrimination clause;
- 17 b. Executive Order 11063, as amended by Executive Order 12259, and
18 implementing regulations at 24 CFR Part 107;
- 19 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended,
20 and implementing regulations;
- 21 d. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and
22 implementing regulations;
- 23 e. The regulations, policies, guidelines and requirements of the Uniform
24 Administrative Requirements, Cost Principles, and Audit Requirements for
25 Federal Awards(2 CFR Part 200) as they relate to the acceptance and use of
26 federal funds under the federally-assigned program;
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- f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
 - g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;
 - h. *Rights to Data and Copyrights*: Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
 - i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*) (42 U.S.C. 7401 *et seq.*) and the *Federal Water Pollution Control Act* (33 U.S.C. Section 1251 *et seq.*), as amended: Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act* (42 U.S.C. 7401 *et seq.*) and the *Federal Water Pollution Control Act* as amended (33 U.S.C. Section 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - j. *Anti-Lobbying Certification* (31 U.S.C. 1352): The language of the certification set forth below shall be required in all contracts or subcontracts entered into in connection with this grant activity and all GRANTEES shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by. Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.
- “The undersigned certifies, to the best of his or her knowledge or belief, that:
No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.”

- k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689):* No contract award shall be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders (E.O.s) 12549 and 12689, “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

- l. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (Pub. L. 100-690) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-

1 free workplaces. Each potential recipient must certify that it will comply with
2 drug-free workplace requirements.

3 m. *Access to Records and Records Retention:* The GRANTEE or Contractor, and
4 any sub-consultants or sub-contractors, shall allow all duly authorized Federal,
5 State, and/or County officials or authorized representatives access to the work
6 area, as well as all books, documents, materials, papers, and records of the
7 GRANTEE or Contractor, and any sub-consultants or sub-contractors, that are
8 directly pertinent to a specific program for the purpose of making audits,
9 examinations, excerpts, and transcriptions. The GRANTEE or Contractor, and
10 any sub-consultants or sub-contractors, further agree to maintain and keep such
11 books, documents, materials, papers, and records, on a current basis, recording
12 all transactions pertaining to this Agreement in a form in accordance with
13 generally acceptable accounting principles. All such books and records shall
14 be retained for such periods of time as required by law, provided, however,
15 notwithstanding any shorter periods of retention, all books, records, and
16 supporting detail shall be retained for a period of at least five (5) years after the
17 expiration of the term of this Agreement, or final payment is made, whichever
18 is later.

19 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress
20 of the United States, and no Resident Commissioner shall be admitted to any
21 share or part of this Agreement or to any benefit to arise from the same.

22 o. *Energy Efficiency:* Mandatory standards and policies relating to energy
23 efficiency which are contained in the State energy conservation plan issued in
24 compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163,
25 Dec. 22, 1975; 42 U.S.C. Section 6201, et. seq., 89 Stat.871).

26 p. *Procurement of Recovered Materials (2 CFR 200.322.):* A non-Federal entity
27 that is a state agency or agency of a political subdivision of a state and its
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contractors must comply with 42 U.S.C. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The requirements of 2 CFR 200.322, as amended effective November 12, 2020, are hereby included in this Agreement as appropriate and to the extent consistent with law.

- q. *Contract Work Hours and Safety Standards Act (CWHSA) (30 U.S.C. 3701-3708):* GRANTEE shall comply with all applicable provisions of the CWHSA.
- r. *Displacement, relocation, and acquisition.* The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42. GRANTEE must ensure that it has taken all reasonable steps to minimize the displacement of persons as a result of this Project.
- s. *Lead-based paint.* The ARPA-Assisted Units are subject to the lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i), also apply, irrespective of the applicable property standard under §92.251.

- 1 t. *Labor*. GRANTEE shall comply with any applicable labor regulations and all
2 other State and Federal laws in connection with the construction of the
3 improvements which comprise the Project, including if applicable,
4 requirements relating to Davis Bacon. GRANTEE agrees and acknowledges
5 that it is the responsivity of GRANTEE to obtain a legal determination, at
6 GRANTEE'S sole cost and expenses as to whether Davis Bacon wages must
7 be paid for during the construction of the Project. GRANTEE agrees to
8 indemnify, defend, and hold COUNTY harmless from and against any and all
9 liability arising out of a related to GRANTEE'S failure to comply with any and
10 applicable prevailing wage requirements.
- 11 u. *Model Energy Code* published by the Council of American Building Officials.
- 12 v. *Consultant Activities*. No person providing consultant services in an employer-
13 employee type relationship shall receive more than a reasonable rate of
14 compensation for personal services paid with ARPA funds.
- 15 w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and
16 as may be amended from time to time. Federal awards expended as a recipient
17 or a subrecipient, as defined therein, would be subject to single audit. The
18 payments received for goods or services provided as a vendor would not be
19 considered Federal awards.
- 20 x. GRANTEE shall include written agreements that include all provisions of
21 **Section 17** if GRANTEE provides ARPA funds to for-profit owners or
22 developers, non-profit owners or developers, sub-recipients, homeowners,
23 homebuyers, tenants receiving tenant-based rental assistance, or contractors.
- 24 y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department
25 of Justice Interim Guidance on Verification of Citizenship, Qualified Alien
26 Status and Eligibility Under Title IV of the Personal Responsibility and Work
27 Opportunity Reconciliation Act of 1996 ("PRWORA"). Final Attorney
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General's Order issued pursuant to PRWORA is specified under Federal Register Vol. 66, No. 10, Department of Justice Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation.

z. *Build America, Buy America (BABA) Act:* The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

aa. *Violence Against Women Act (VAWA):* VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking ("domestic violence"). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD's implementing regulations for VAWA'S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD's program regulations (HUD's VAWA regulations). VAWA 2022 amendments took effect on October 1, 2022 and 2022 VAWA's reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly

1 result from being a victim of domestic violence; (d) Implement a low barrier
2 certification process and allow self-certification of domestic violence.

3 **bb.** GRANTEE shall comply with all applicable local, state and federal laws in
4 addition to the above-mentioned laws.

5 18. PROJECT TARGETING REQUIREMENTS. GRANTEE shall make the Project
6 available to people that are experiencing homelessness, at risk of homelessness, or experiencing
7 housing insecurity (“Qualified Population”). If GRANTEE intends to use the Project for a use
8 other than to provide shelter and services to the Qualified Populations, GRANTEE shall utilize
9 the Property for another ARPA-Eligible Activity. GRANTEE shall provide COUNTY with sixty
10 (60) days notice of conversion for another ARPA-Eligible Activity. The approval of the alternate
11 ARPA-Eligible Activity shall not be unreasonably withheld by COUNTY and must comply with
12 ARPA Rules. If the Project is not used to provide shelter and services to the Qualified Populations
13 and GRANTEE does not intend to use the Property for another ARPA-Eligible Activity, then
14 COUNTY and GRANTEE mutually agree that this Agreement will self-terminate and any ARPA
15 grant funds drawn shall be returned within thirty (30) calendar days. Upon such termination, this
16 Agreement shall become null and void. COUNTY and GRANTEE shall be released and
17 discharged respectively from their obligations under this Agreement. All cost incurred by each
18 party on the Project will be assumed respectively.

19 19. ENVIRONMENTAL CLEARANCES. GRANTEE shall be responsible
20 for obtaining any and all approvals subsequent approvals permits, environmental clearances in
21 connection with the Project funded with SLFRF funds, in compliance with the California
22 Environmental Quality Act, and including but not limited to, any and all applicable federal and
23 state environmental laws and regulations.

24 20. RESERVED.

25 21. FEDERAL REQUIREMENTS. GRANTEE shall comply with the provisions of
26 the ARPA Rules, and all applicable federal regulations and guidelines now or hereafter enacted
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pursuant to the Act in addition to the federal provisions set forth in **Section 17** and in this Agreement.

22. SALE, ASSIGNMENT OR OTHER TRANSFER OF THE PROJECT.

GRANTEE hereby covenants and agrees not to sell, assign, transfer or otherwise dispose of the Project or any portion thereof, without obtaining the prior written consent of the COUNTY, which consent shall be conditioned upon receipt by the COUNTY of reasonable evidence satisfactory to the COUNTY in its sole discretion, that transferee has assumed in writing and in full, and is reasonably capable of performing and complying with the GRANTEE's duties and obligations under this Agreement, provided, however Grantee shall not be released of all obligations hereunder which accrue from and after the date of such sale.

23. INDEPENDENT CONTRACTOR. GRANTEE and its agents, servants and employees shall act at all times in an independent capacity during the term of this Agreement, and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers, or employees of COUNTY.

24. NONDISCRIMINATION. Grantee shall not discriminate on the basis of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the SLFRF. In addition, GRANTEE shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsultant opportunities. GRANTEE understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in termination, debarment or other sanctions. This language shall be incorporated into all contracts between GRANTEE and any contractor, consultant, subcontractor, subconsultants, vendors and suppliers. GRANTEE shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964

(P.L. 88-352), as amended, and all Administrative Rules and Regulations issued pursuant to said Acts and Orders with respect to its use of the Property.

GRANTEE herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that this Covenant is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

GRANTEE, its successors and assigns, shall refrain from restricting the rental, sale, or lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and contract entered into with respect to the Project and the Property, or any portion thereof, after the date of this Agreement shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through

1 him or her, establish or permit any practice or practices of discrimination or
2 segregation with reference to the selection, location, number, use or occupancy
3 of tenants, lessees, subtenants, sublessees, or vendees in the premises herein
4 conveyed. The foregoing covenants shall run with the land.”

5 b. In leases: “The lessee herein covenants by and for himself or herself, his or her
6 heirs, executors, administrators, and assigns, and all persons claiming under or
7 through him or her, and this lease is made and accepted upon and subject to the
8 following conditions: That there shall be no discrimination against or
9 segregation of any person or group of persons, on account of any basis listed in
10 subdivision (a) or (d) of Section 12955 of the Government Code, as those bases
11 are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of
12 subdivision (p) of Section 12955, and Section 12955.2 of the Government
13 Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or
14 enjoyment of the premises herein leased nor shall the lessee himself or herself,
15 or any person claiming under or through him or her, establish or permit any
16 such practice or practices of discrimination or segregation with reference to the
17 selection, location, number, use, or occupancy, of tenants, lessees, sublessees,
18 subtenants, or vendees in the premises herein leased.”

19 c. In contracts: “There shall be no discrimination against or segregation of any
20 person or group of persons, on account of any basis listed in subdivision (a) or
21 (d) of Section 12955 of the Government Code, as those bases are defined in
22 Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p)
23 of Section 12955, and Section 12955.2 of the Government Code, in the sale,
24 lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor
25 shall the transferee itself or any person claiming under or through him or her,
26 establish or permit any such practice or practices of discrimination or
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1 segregation with reference to the selection, location, number, use, or
2 occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

3 In addition to the obligations and duties of GRANTEE set forth herein, GRANTEE shall,
4 upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
5 administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or
6 defending any discrimination claim brought by any third party and/or local, state or federal
7 government entity, arising out of or in connection with this Agreement or the Covenant Agreement
8 attached hereto.

9 25. PROHIBITION AGAINST CONFLICTS OF INTEREST:

- 10 a. GRANTEE and its assigns, employees, agents, consultants, officers and elected
11 and appointed officials shall become familiar with and shall comply with the
12 conflict of interest provisions of the COUNTY, attached hereto and
13 incorporated herein by this reference as **Exhibit H**, those provisions contained
14 in the ARPA Rules, and any applicable regulations promulgated by the
15 Treasury Department related to conflict of interest, attached hereto as **Exhibit**
16 **H**.
- 17 b. Reserved.
- 18 c. Prior to any funding under this Agreement, GRANTEE shall provide COUNTY
19 with a list of all employees, agents, consultants, officers and elected and
20 appointed officials who are in a position to participate in a decision-making
21 process, exercise any functions or responsibilities, or gain inside information
22 with respect to the ARPA activities funded under this Agreement. GRANTEE
23 shall also promptly disclose to COUNTY any potential conflict, including even
24 the appearance of conflict that may arise with respect to the ARPA activities
25 funded under this Agreement.
- 26 d. Any violation of this section shall be deemed a material breach of this
27 Agreement, and the Agreement shall be immediately terminated by COUNTY.
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26. RESERVED.

27. PROJECT MONITORING AND EVALUATION.

a. Inspections. During the Affordability Period, COUNTY will perform on-site inspections of the Project to determine compliance with the property standards and to verify the information submitted by the owners in accordance with requirements. The on-site inspections must occur within 12 months after Covenant Agreement and at least once every 3 years thereafter during the Affordability Period. If there are observed deficiencies for any of the inspectable items in the property standards established by COUNTY, a follow-up on-site inspection to verify that deficiencies are corrected must occur within 12 months. COUNTY may establish a list of non-hazardous deficiencies for which correction can be verified by third party documentation (e.g., paid invoice for work order) rather than re-inspection. Health and safety deficiencies must be corrected immediately. COUNTY must adopt a more frequent inspection schedule for properties that have been found to have health and safety deficiencies.

28. MONITORING FEE. GRANTEE shall not be required to pay an annual compliance monitoring fee to the COUNTY.

29. ACCESS TO PROJECT SITE. COUNTY, state and/or federal awarding agencies shall have the right to access the Project site and the Property at all reasonable times, and upon completion of the Project upon reasonable written notice to GRANTEE, to review the operation of the Project in accordance with this Agreement.

30. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement:

a. Monetary Default. (1) GRANTEE's failure to pay when due any sums payable under this Agreement or the Covenant Agreement; (2) GRANTEE's or any agent of GRANTEE's use of SLFRF funds for costs other than those costs

1 permitted under this Agreement or for uses inconsistent with terms and
2 restrictions set forth in this Agreement and the ARPA Rules; (3) GRANTEE's
3 or any agent of GRANTEE's failure to make any other payment of any
4 assessment or tax due under this Agreement, and /or (4) default under the terms
5 of any senior loan documents or any other instrument or document secured
6 against the Property or the Project;

7 b. Non-Monetary Default. (1) Discrimination by GRANTEE or GRANTEE's
8 agent(s) on the basis of characteristics prohibited by this Agreement or
9 applicable law; (2) the imposition of any encumbrances or liens on the Project
10 without COUNTY's prior written approval that are prohibited under this
11 Agreement (3) GRANTEE's failure to obtain and maintain the insurance
12 coverage required under this Agreement;(4) any material default under this
13 Agreement, the Covenant Agreement, the ARPA Rules, or any document
14 executed by the County in connection with this Agreement, and /or (5) a default
15 under the terms of any senior loan documents or any other instrument or
16 document secured against the Property or the Project;

17 c. General Performance of Obligations. Any substantial or continuous or repeated
18 breach by GRANTEE or GRANTEE's agents of any material obligations of
19 GRANTEE under this Agreement;

20 d. General Performance of Other Obligations. Any substantial or continuous or
21 repeated breach by GRANTEE or GRANTEE's agents of any material
22 obligations of GRANTEE related to the Project imposed by any other
23 agreement with respect to the financing, development, or operation of the
24 Project; whether or not COUNTY is a party to such agreement; but only
25 following any applicable notice and cure periods with respect to any such
26 obligation;

1 e. Representations and Warranties. A determination by COUNTY that any of
2 GRANTEE's representations or warranties made in this Agreement, any
3 statements made to COUNTY by GRANTEE, or any certificates, documents,
4 or schedules supplied to COUNTY by GRANTEE were false in any material
5 respect when made, or that GRANTEE concealed or failed to disclose a material
6 fact to COUNTY.

7 f. Damage to Project. In the event that the Project is materially damaged or
8 destroyed by fire or other casualty, and GRANTEE receives an award or
9 insurance proceeds sufficient for the repair or reconstruction of the Project, and
10 GRANTEE does not use such award or proceeds to repair or reconstruct the
11 Project.

12 g. Bankruptcy, Dissolution and Insolvency. GRANTEE's or general partner and
13 co-general partner of GRANTEE's (1) filing for bankruptcy, dissolution, or
14 reorganization, or failure to obtain a full dismissal of any such involuntary filing
15 brought by another party before the earlier of final relief or ninety (90) days
16 after such filing; (2) making a general assignment for the benefit of creditors;
17 (3) applying for the appointment of a receiver, trustee, custodian, or liquidator,
18 or failure to obtain a full dismissal of any such involuntary application brought
19 by another party before the earlier of final relief or ninety (90) days after such
20 filing; (4) insolvency; or (5) failure, inability or admission in writing of its
21 inability to pay its debts as they become due.

22 31. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. Formal notices,
23 demands and communications between the COUNTY and the GRANTEE shall be sufficiently
24 given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to
25 the principal offices of the COUNTY and the GRANTEE, as designated in **Section 53**, below.
26 Such written notices, demands and communications may be sent in the same manner to such other
27 addresses as either party may from time to time designate by mail as provided in this **Section 31**.
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1 Any notice that is transmitted by electronic facsimile transmission followed by delivery of a
2 “hard” copy, shall be deemed delivered upon its transmission; any notice that is personally
3 delivered (including by means of professional messenger service, courier service such as United
4 Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the
5 documented date of receipt by the recipient; and any notice that is sent by registered or certified
6 mail, postage prepaid, return receipt required shall be deemed received on the date of delivery
7 thereof.

8 a. Subject to the Force Majeure Delay, as provided in **Section 9**, failure or delay
9 by GRANTEE to perform any term or provision of this Agreement constitutes
10 a default under this Agreement. GRANTEE must immediately commence to
11 cure, correct or remedy such failure or delay and shall complete such cure,
12 correction or remedy with reasonable diligence.

13 b. COUNTY shall give written notice of default to GRANTEE, specifying the
14 default complained of by COUNTY. Failure or delay in giving such notice
15 shall not constitute a waiver of any default, nor shall it change the time of
16 default. Except as otherwise expressly provided in this Agreement, any failures
17 or delays by COUNTY in asserting any of its rights and remedies as to any
18 default shall not operate as a waiver of any default or of any such rights or
19 remedies. Delays by COUNTY in asserting any of its rights and remedies shall
20 not deprive COUNTY of its right to institute and maintain any actions or
21 proceedings which it may deem necessary to protect, assert or enforce any such
22 rights or remedies.

23 c. If a monetary event of default occurs, prior to exercising any remedies
24 hereunder, COUNTY shall give GRANTEE written notice of such default.
25 GRANTEE shall have a period of ten (10) days after such notice is given within
26 which to cure the default prior to exercise of remedies by COUNTY.
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- d. If a non-monetary event of default occurs, prior to exercising any remedies hereunder, COUNTY shall give GRANTEE written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, GRANTEE shall have such period to effect a cure prior to exercise of remedies by COUNTY. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and GRANTEE (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then GRANTEE shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party, but in no event no more than sixty (60) days from the date of the notice of default. In no event shall COUNTY be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within sixty (60) days after the first notice of default is given.
- e. Any cure tendered by GRANTEE'S Affiliate shall be accepted or rejected on the same basis as if tendered by GRANTEE.

32. COUNTY REMEDIES. Upon the occurrence of an Event of Default, after notice and opportunity to cure, COUNTY's obligation to disburse SLFRF funds shall terminate, and COUNTY shall also have the rights and remedies permitted by this Agreement or applicable law, proceed with any or all of the following remedies in any order or combination COUNTY may choose in its sole discretion:

- a. Terminate this Agreement, in which event the entire ARPA Grant amount as well as any other monies advanced to GRANTEE by COUNTY under this Agreement including administrative costs, shall immediately become due and payable to COUNTY at the option of COUNTY.
- b. Bring an action in equitable relief (1) seeking the specific performance by GRANTEE of the terms and conditions of this Agreement, and/or (2)

enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief.

c. Enter the Project and take any remedial actions necessary in its judgment with respect to hazardous materials that COUNTY deems necessary to comply with hazardous materials laws or to render the Project suitable for occupancy, which costs shall be due and payable by GRANTEE to COUNTY.

c. Pursue any and all other remedies allowed at law or in equity.

33. RESERVED.

34. GRANTEE'S WARRANTIES. GRANTEE represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable GRANTEE to fully comply with the terms of this Agreement, and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute this Agreement, (4) that the persons executing and delivering this Agreement are authorized to execute and deliver such documents on behalf of GRANTEE and (5) that neither GRANTEE nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in connection with the transaction contemplated by this Agreement.

35. GRANTEE'S CERTIFICATION. GRANTEE certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, review, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that GRANTEE shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

36. HOLD HARMLESS AND INDEMNIFICATION. GRANTEE shall indemnify and hold harmless the County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively the "Indemnified Parties") from any liability whatsoever, based or asserted upon any services of GRANTEE, its officers, employees, subcontractors, agents or representatives arising out of their performance under this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of GRANTEE, its officers, agents, employees, subcontractors, agents or representatives under this Agreement. GRANTEE shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

1 With respect to any action or claim subject to indemnification herein by GRANTEE,
2 GRANTEE shall, at their sole cost, have the right to use counsel of their own choice and shall have
3 the right to adjust, settle, or compromise any such action or claim without the prior consent of
4 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner
5 whatsoever limits or circumscribes GRANTEE'S indemnification to COUNTY as set forth herein.

6 GRANTEE's obligation hereunder shall be satisfied when GRANTEE has provided to
7 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
8 or claim involved.

9 The specified insurance limits required in this Agreement shall in no way limit or
10 circumscribe GRANTEE's obligations to indemnify and hold harmless COUNTY herein from
11 third party claims.

12 In the event there is conflict between this clause and California Civil Code Section 2782,
13 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
14 relieve GRANTEE from indemnifying COUNTY to the fullest extent allowed by law.

15 GRANTEE's obligations set forth in this **Section 36** shall survive the expiration or earlier
16 termination of this Agreement.

17 37. TERMINATION.

18 a. GRANTEE. GRANTEE may terminate this Agreement prior to disbursement
19 of any ARPA Grant funds by COUNTY in accordance with the applicable
20 ARPA Rules.

21 b. COUNTY. Notwithstanding the provisions of **Section 37(a)**, COUNTY may
22 suspend or terminate this Agreement upon written notice to GRANTEE of the
23 action being taken and the reason for such action in the event one of the
24 following events occur:

- 25 (i) In the event GRANTEE fails to perform the covenants herein contained
26 at such times and in such manner as provided in this Agreement after
27 the applicable notice and cure provision hereof; or
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(ii) In the event there is a conflict with any federal, state or local law, ordinance, regulation or rule rendering any material provision, in the judgment of COUNTY of this Agreement invalid or untenable; or

(iii) In the event the ARPA funding identified in **Section 1** above is terminated or otherwise becomes unavailable.

c. This Agreement may be terminated or funding suspended in whole or in part for cause. Cause shall be based on the failure of GRANTEE to materially comply with either the terms or conditions of this Agreement after the expiration of all applicable notice and cure provisions hereof. Upon suspension of funding, GRANTEE agrees not to incur any costs related thereto, or connected with, any area of conflict from which COUNTY has determined that suspension of funds is necessary.

d. Upon expiration or earlier termination of this Agreement, GRANTEE shall transfer to COUNTY any unexpended ARPA funds in its possession at the time of expiration of the Agreement as well as any accounts receivable held by GRANTEE which are attributable to the use of ARPA funds awarded pursuant to this Agreement.

38. **AFFORDABILITY RESTRICTIONS.** COUNTY and GRANTEE, on behalf of its successors and assigns, hereby declare their express intent that the restrictions set forth in this Agreement shall continue in full force and effect for the duration of the Affordability Period (as defined in **Section 14** above). Each and every contract, deed or other instrument hereafter executed covering and conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such restrictions, regardless of whether such restrictions are set forth in such contract, deed or other instrument. GRANTEE shall execute and record as a lien against the Property, a Covenant Agreement, substantially conforming in form and substance to the Covenant Agreement attached hereto as **Exhibit J** and incorporated herein by this reference, setting forth the use and income restriction required in this Agreement.

1 39. MECHANICS LIENS AND STOP NOTICES. If any claim of mechanics lien is
2 filed against the Project or a stop notice affecting the ARPA Grant is served on COUNTY,
3 GRANTEE must, within twenty (20) calendar days of such filing or notification of service, either
4 pay and fully discharge the lien or stop notice, obtain a release of the lien or stop notice by
5 delivering to COUNTY a surety bond in sufficient form and amount, or provide COUNTY with
6 other assurance reasonably satisfactory to COUNTY that the lien or stop notice will be paid or
7 discharged.

8 40. ENTIRE AGREEMENT. It is expressly agreed that this Agreement embodies the
9 entire agreement of the parties in relation to the subject matter hereof, and that no other agreement
10 or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at
11 the time of execution.

12 41. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
13 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they
14 have the authority to execute this Agreement and warrant and represent that they have the
15 authority to bind the respective parties to this Agreement to the performance of its obligations
16 hereunder.

17 42. WAIVER. Failure by a party to insist upon the strict performance of any of the
18 provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon
19 the default of the other party, shall not constitute a waiver of such party's rights to insist and
20 demand strict compliance by the other party with the terms of this Agreement thereafter.

21 43. INTERPRETATION AND GOVERNING LAW. This Agreement and any
22 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the
23 State of California. This Agreement shall be construed as a whole according to its fair language
24 and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of
25 construction to the effect that ambiguities are to be resolved against the drafting party shall not
26 be employed in interpreting this Agreement, all parties having been represented by counsel in the
27 negotiation and preparation hereof.
28

44. JURISDICTION AND VENUE. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the Superior Court of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

45. SEVERABILITY. Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

46. MINISTERIAL ACTS. COUNTY's Director of HWS, or designee, is authorized to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by both parties.

47. MODIFICATION OF AGREEMENT. COUNTY or GRANTEE may consider it in its best interest to change, modify or extend a term or condition of this Agreement, provided such change, modification or extension is agreed to in writing by the other party. Any such change, extension or modification, which is mutually agreed upon by COUNTY and GRANTEE shall be incorporated in written amendments to this Agreement. Such amendments shall not invalidate this Agreement, nor relieve or release COUNTY or GRANTEE from any obligations under this Agreement, except for those parts thereby amended. No amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing, is signed and acknowledged by duly authorized representatives of all parties, and approved by the COUNTY.

48. CONDITIONAL COMMITMENT.

- a. GRANTEE Completion. The Project must be completed no later than two (2) years from the Effective Date of this Agreement (the "Completion Deadline"). If GRANTEE is unable to meet the condition as required by this **Section 48** including Extension, then COUNTY and GRANTEE mutually agree that this

Agreement will self-terminate. Upon such termination, this Agreement shall become null and void. COUNTY and GRANTEE shall be released and discharged respectively from their obligations under this Agreement, except for those provisions which by their terms survive termination. All costs incurred by each party on the Project will be assumed respectively.

49. RESERVED.

50. RESERVED.

51. EXHIBITS AND ATTACHMENTS. Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

52. MEDIA RELEASES. GRANTEE agrees to allow COUNTY to provide input regarding all media releases regarding the Project. Any publicity generated by GRANTEE for the Project must make reference to the contribution of COUNTY in making the Project possible. COUNTY's name shall be prominently displayed in all pieces of publicity generated by GRANTEE, including flyers, press releases, posters, signs, brochures, and public service announcements. GRANTEE agrees to cooperate with COUNTY in any COUNTY-generated publicity or promotional activities with respect to the Project.

53. NOTICES. All notices, requests, demands and other communication required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below or the such other addresses as from time to time shall be designated by the respective parties and shall be sufficient if sent by United States first class, certified mail, postage prepaid, or express delivery service with a receipt showing the date of delivery.

COUNTY
Director HWS
County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501

GRANTEE
Darla Burkett, Executive Director
Coachella Valley Rescue Mission
47470 Van Buren St.
Indio, CA 92201

1 54. COUNTERPARTS. This Agreement may be signed by the different parties hereto
2 in counterparts, each of which shall be an original but all of which together shall constitute one
3 and the same agreement.

4 55. EFFECTIVE DATE. The effective date of this Agreement is the date the parties
5 execute the Agreement (“Effective Date”). If the parties execute the Agreement on more than one
6 date, then the last date the Agreement is executed by a party shall be the Effective Date.

7 56. FURTHER ASSURANCES. GRANTEE shall execute any further documents
8 consistent with the terms of this Agreement, including documents in recordable form, as the
9 COUNTY may from time to time find necessary or appropriate to effectuate its purposes in
10 entering into this Agreement.

11 57. NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES. No member,
12 official, employee or consultant of the COUNTY shall be personally liable to the GRANTEE, or
13 any successor in interest, in the event of any default or breach by the COUNTY or for any amount
14 which may become due to the GRANTEE or to its successor, or on any obligations under the
15 terms of this Agreement.

16 58. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.

- 17 a. The language in all parts of this Agreement shall in all cases be construed
18 simply, as a whole and in accordance with its fair meaning and not strictly for
19 or against any party. The parties hereto acknowledge and agree that this
20 Agreement has been prepared jointly by the parties and has been the subject of
21 arm’s length and careful negotiation over a considerable period of time, that
22 each party has been given the opportunity to independently review this
23 Agreement with legal counsel, and that each party has the requisite experience
24 and sophistication to understand, interpret, and agree to the particular language
25 of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute
26 regarding the interpretation of this Agreement, this Agreement shall not be
27 interpreted or construed against the party preparing it, and instead other rules
28

of interpretation and construction shall be utilized.

- b. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.
- c. The captions of the articles, sections, and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.
- d. References in this instrument to this Agreement mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking “herein,” “hereunder,” or “pursuant hereto” (or language of like import) means, refer to, and include the covenants, obligations, and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this instrument.
- e. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

1 59. TIME OF ESSENCE. Time is of the essence with respect to the performance of
2 each of the covenants and agreements contained in this Agreement.

3 60. BINDING EFFECT. This Agreement, and the terms, provisions, promises,
4 covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties
5 hereto and their respective heirs, legal representatives, successors and assigns.

6 61. NO THIRD-PARTY BENEFICIARIES. The Parties to this Agreement
7 acknowledge and agree that the provisions of this Agreement are for the sole benefit of COUNTY
8 and GRANTEE, and not for the benefit, directly or indirectly, of any other person or entity, except
9 as otherwise expressly provided herein.

10 62. CONSTRUCTION SIGN. Grantee agrees to erect a construction sign
11 acknowledging the County ARPA funding that the County is contributing to this project. Sign is
12 to be approved by COUNTY prior to erecting.

13 63. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

14 a. This Agreement shall be executed in three duplicate originals each of which is
15 deemed to be an original. This Agreement, including all attachments hereto
16 and exhibits appended to such attachments shall constitute the entire
17 understanding and agreement of the parties.

18 b. This Agreement integrates all of the terms and conditions mentioned herein or
19 incidental hereto and supersedes all negotiations or previous agreements
20 between the parties with respect to all or any part of the Property.

21 c. All waivers of the provisions of this Agreement must be in writing and signed
22 by the appropriate authorities of the COUNTY or the GRANTEE, and all
23 amendments hereto must be in writing and signed by the appropriate authorities
24 of the COUNTY and the GRANTEE. This Agreement and any provisions
25 hereof may be amended by mutual written agreement by the GRANTEE and
26 the COUNTY.

(SIGNATURES ON THE NEXT PAGE)

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IN WITNESS WHEREOF, COUNTY and GRANTEE have executed this Agreement as of the dates written below.

COUNTY:

GRANTEE:

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

COACHELLA VALLEY RESCUE MISSION,
a California nonprofit corporation

By: _____
Heidi Marshall, Director HWS

By: _____
Darla Burkett, Executive Director

Date: _____ Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, County Counsel

By: _____
Paula S. Salcido
Deputy County Counsel

EXHIBITS

EXHIBIT	“A”	SCOPE OF WORK
EXHIBIT	“B”	SCHEDULE OF PERFORMANCE
EXHIBIT	“C”	LINE ITEM BUDGET
EXHIBIT	“D”	FLOOR PLANS
EXHIBIT	“E”	ASSURANCE OF COMPLIANCE
EXHIBIT	“F”	SUBRECIPIENT PAYMENT REQUEST - 2076A
EXHIBIT	“G”	SUPPORTING DOCUMENTATION REQUIREMENT
EXHIBIT	“H”	PROHIBITION AGAINST CONFLICTS OF INTEREST
EXHIBIT	“I”	CONTRACTOR DEBARMENT CERTIFICATION FORM
EXHIBIT	“J”	COVENANT AGREEMENT

EXHIBIT “A”

SCOPE OF WORK

Grantee: Coachella Valley Rescue Mission
Address: 47470 Van Buren St, Indio CA, 92201
Project Title: Family Shelter Expansion
Location: Coachella Valley Rescue Mission, APN: 603-050-009-1

B.1 APPLICATION

- A. GRANTEE has submitted to the County of Riverside Housing and Workforce Solutions (“HWS”) an application in response to ARPA 2nd Allocation – Emergency Shelter/Resilience Project Application for ARPA funds (“Application”) to provide critical assistance to individuals experiencing homelessness. COUNTY is entering into this Agreement based on, and in substantial reliance upon, GRANTEE’s facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by CoC.
- B. GRANTEE warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of GRANTEE’s knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.

B.2 BACKGROUND

- A. Project Description
GRANTEE is proposing to utilize \$1,000,000 in ARPA funds to pay a portion of the costs to expand the existing Family Shelter expansion by 6000 square feet of shelter space and provide and extra 60 beds adjacent to the current shelter. The new building will include a minimum of ten private rooms with bathrooms, a community kitchen, a day room, and a flex room. Residents will be provided with temporary lodging, in addition to job skills training, access to education, counseling, access to healthcare and behavioral health services, support groups, proper nutrition, and assistance obtaining permanent housing.
- B. Planned Renovations

Building and APN	Existing	Proposed
------------------	----------	----------

Coachella Valley Rescue Mission 47470 Van Buren St. Indio CA, 92201 APN: 603-050-009-1	3.15 acre Lot with 1 building	3.15 acre lot with 1 building 6000 additional sqft building 60 beds
	Main Shelter Bathroom	Ten (10) Family Rooms
		Ten (10) Bathrooms
		Community Kitchen
		Day Room
		Flex Room

C. Project Detail

Project Component Type:	Capital
Funding Costs for:	Expansion
Population Focus:	Families
# of Units:	10
# of Beds:	60
Project Location	Coachella Valley Rescue Mission 47470 Van Buren St Indio, CA 92201

B.3 Legal Description of Property

ADDRESS: 47470 Van Buren St., Indio CA, 92201
ASSESSOR'S PARCEL NUMBER: 603-050-009-1

Parcel 1 and 3 of Parcel Map 34740, as shown by Parcel Map on File in Book 231, Pages 55, 56 and 57 of Parcel Maps, Records of Riverside County, California.

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Any deviation from the timeline below during the construction phase must be reported to the COUNTY.

Activity	Completion Dates
BUILDING RENOVATION	
Expansion	
Pre-Construction – Contract signed, file for permits. SUBRECIPIENT shall obtain and pay for all necessary permits and licenses relative to the project and be prepared to present said documents to the COUNTY, upon request.	No later than <u>January 2024</u>
RENOVATION	
Expand Family Shelter with an additional 6000 sqft of shelter space.	No later than <u>February 2025</u>
Configure layout to construct a minimum of ten private rooms with bathrooms, a community kitchen, a day room, and a flex room.	No later than <u>February 2025</u>
SITE IMPROVEMENTS	
Doors, windows and site furnishings	No later than <u>January 2025</u>
Delivery of any site furniture (beds, mattresses, storage areas, etc.) in rooms and common areas	No later than <u>February 2025</u>
MECHANICAL/PLUMBING	
Install mechanical equipment	No later than <u>September 2024</u>
Install plumbing equipment	No later than <u>September 2024</u>
ELECTRICAL	
Install all necessary light fixtures, electrical outlets and ceiling fans in rooms and common areas	No later than <u>December 2024</u>
Install all smoke and carbon monoxide detectors where required	No later than <u>December 2024</u>
Submit actual final project cost and completion report	No later than <u>February 2025</u>
Submit supportive service plan	No later than <u>February 2025</u>
Receive occupancy	No later than <u>February 2025</u>

EXHIBIT “C”

LINE ITEM BUDGET

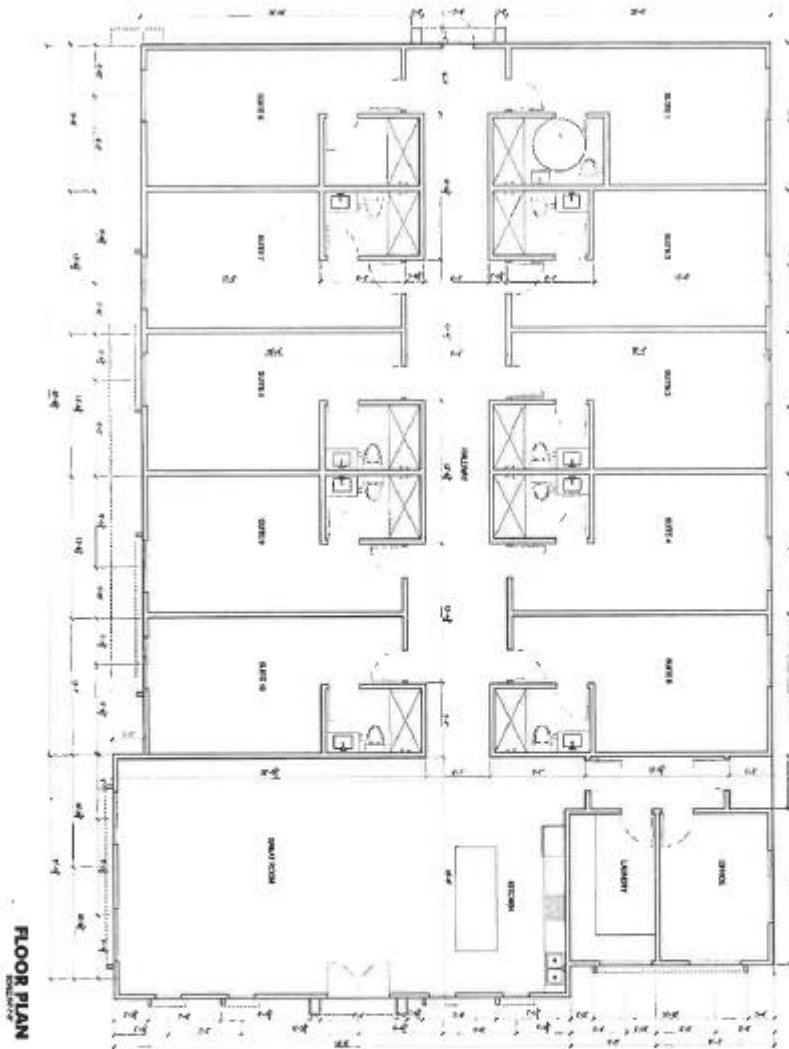
COACHELLA VALLEY RESCUE MISSION – SHELTER EXPANSION PROJECT

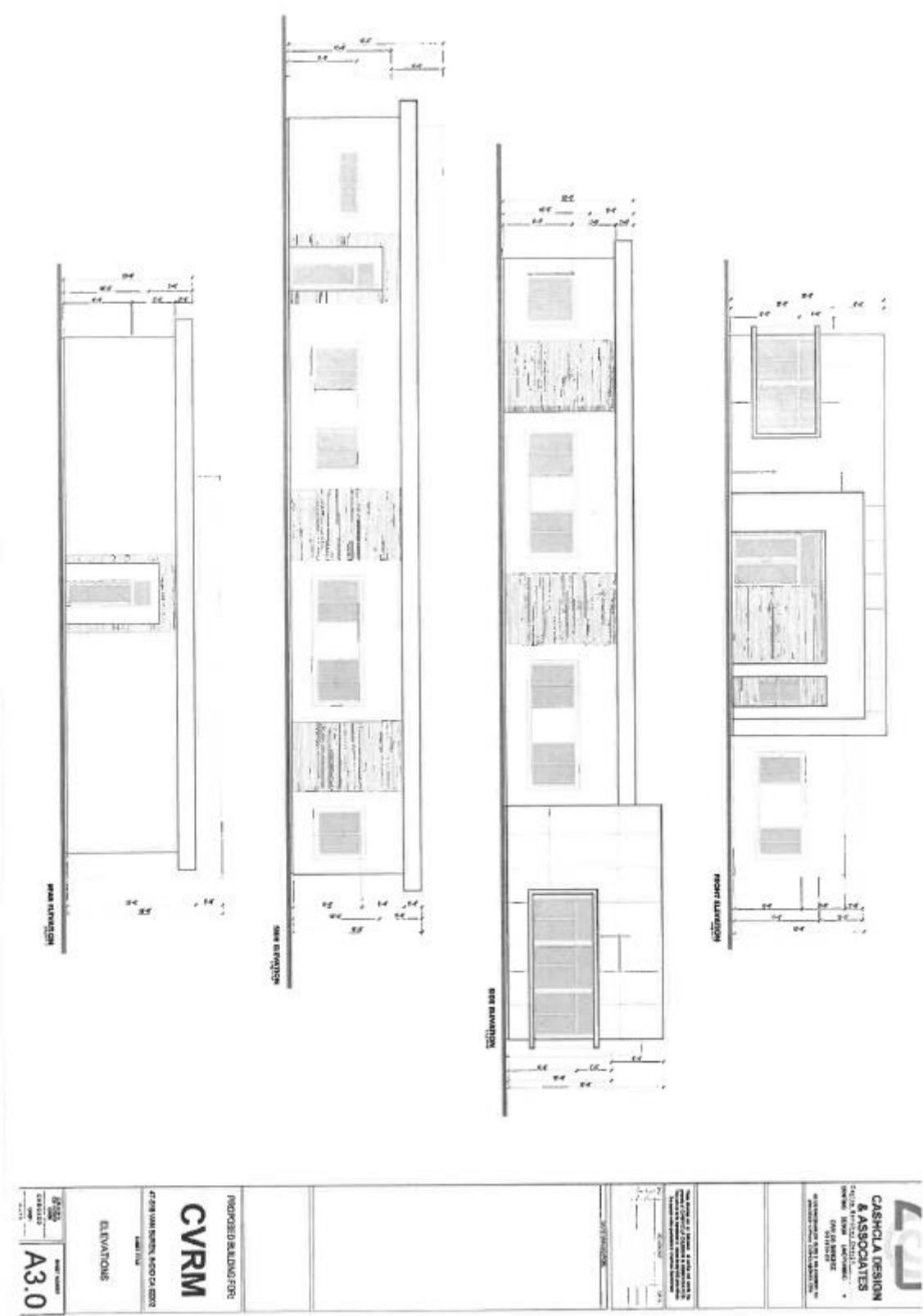
Cost Items	Description	Allowance	Estimated Cost	ARPA Funding
				Costs for all construction activities listed in Exhibit “A” - Scope of Work and Exhibit “B” - Schedule of Performance, including architectural/ engineering costs and infrastructure improvements
0	Lot			
1	Plans/Engineering/Truss Calcs/Grading/ Building Permits/ Unified School District/ Water Department/Sewer/ Temporary Power/ Electricity/Gas Meter/Survey/ Soil Testing		\$250,000	
2	Trenching		\$80,000	
3	Grading Pad/		\$110,000	
4	Excavation/Dust Control		\$200,000	
5	Concrete Foundation/ Flat Work		\$495,000	
6	Carpentry Rough Labor & Material T Bar Ceiling		\$275,000	
7	Electrical Rough & Material/Electrical		\$170,000	
8	Stucco		\$120,000	
9	Roofing Labor & Material/Tress		\$115,000	
10	Plumbing Rough		\$60,000	
11	Plumbing Fixtures/Toilets		\$75,000	
12	Windows and Doors		\$120,000	
13	Airconditioning		\$170,000	

14	Drywall/Insulation		\$70,000	
15	Cabinets, Installation, and Countertops		\$75,000	
16	Paint Exterior/Interior (Doors and Base)		\$115,000	
	ARPA GRANT AMOUNT	\$1,000,000		
	TOTAL DEVELOPMENT COSTS		\$2,500,000	

COACHELLA VALLEY RESCUE MISSION – SHELTER EXPANSION PROJECT

FLOOR PLAN

[illegible]



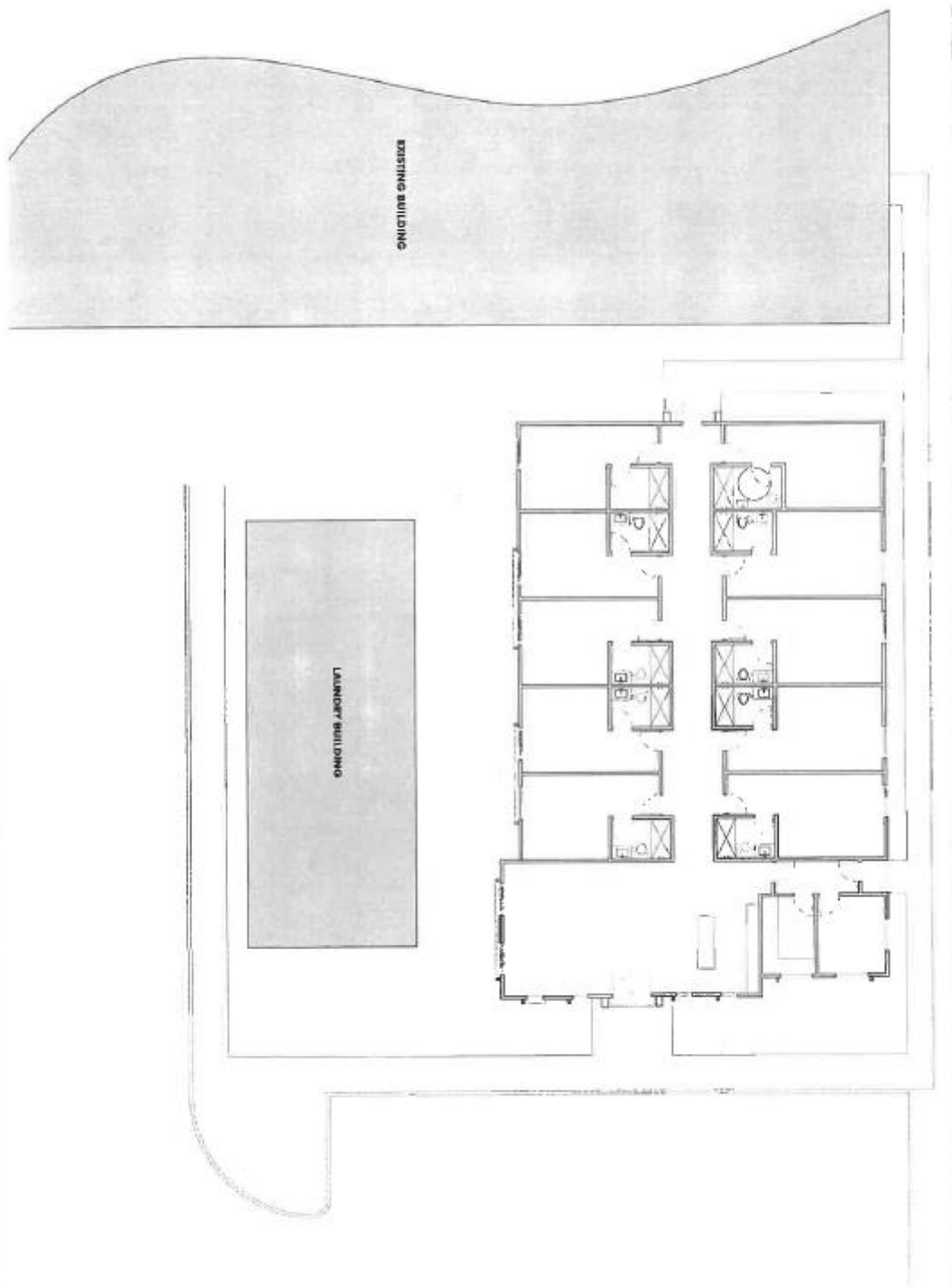




EXHIBIT “E”

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY HOUSING AND WORKFORCE SOLUTIONS NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

COACHELLA VALLEY RESCUE MISSION ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this AGREEMENT.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE SUBRECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH), will be prohibited.

BY ACCEPTING THIS ASSURANCE, the SUBRECIPIENT agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, BCSH and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, BCSH shall have the right to invoke fiscal sanctions or other legal remedies, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date
47470 Van Buren St
Indio CA, 92201

Grantee's Authorized Signature
By: Darla Burkett
Coachella Valley Rescue Mission

Address of Vendor/Recipient
(08/13/01)

CR50-Vendor Assurance of Compliance

EXHIBIT "F"

GRANTEE PAYMENT REQUEST FORM 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From:
Remit to Name
Remit to Address
City State Zip Code

Contract Number

Total amount requested: \$ for the period of

Select Payment Type(s) Below:

☐ Advance Payment \$
(if allowed by Contract/Grant)

☐ Actual Payment \$
(reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

\$0.00

Any questions regarding this request should be directed to:
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

Amount Authorized

If amount authorized is different from amount request, please
see attached claim recap for adjustments.

Program Date

Fiscal Date

EXHIBIT “G”

SUPPORTING DOCUMENTATION REQUIREMENTS

GENERAL GUIDELINES	
❖	Claims must be submitted in an organized format.
❖	All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖	Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖	Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖	All claims must be in accordance with the terms and conditions of your contract.
FISCAL YEAR-END (JUNE 30)	
❖	The County’s fiscal-year end is June 30 of each calendar year. The County’s ACO (Auditor-Controller’s Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by <u>June 6.</u> *If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).
❖	Claims received <u>after June 6</u> will still be paid. However, payment will be delayed until <u>after June 30.</u>
❖	Claims at year-end must still follow the same general guidelines. *Estimates are not allowed unless specifically authorized by our fiscal team.
PERSONALLY IDENTIFIABLE INFORMATION (PII)	
❖	All PII of program participants must be redacted, including:
❖	Name, Date of birth, Social Security Number, Driver’s License Number
❖	Instead of the client’s name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.	
❖	<u>SIGNED/DATED</u> Payment Request Form (<u>current version</u> of Form 3106 or Form 2076A, depending on the grant)

❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense explanation of
▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the specific grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted
▪ Proof of payment of the credit card statement (cancelled check or check stub)

EXHIBIT “H”

Prohibition Against Conflicts of Interest

Community Development Block Grant
Policy Manual, I.D. # A-11

TOPIC: CONFLICT OF INTEREST CODE

RIVERSIDE COUNTY

Housing & Workforce Solutions

DATE: MARCH 1999

This Conflict of Interest Code is written to comply with Federal Regulations 2 CFR Section 200.318(c) and 2 CFR Section 200.112. Grantee shall also comply with the conflict of interest provisions in the ARPA Rules.

- 1) No employee, officer, or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
 - i) The employee, officer or agent;
 - ii) Any member of the immediate family;
 - iii) His/Her partners; or
 - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- 3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.
- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
 - i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
 - ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
 - iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
 - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
 - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.
- 5) For purposes of **Section 4**, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.

EXHIBIT "I"

Sample

Contractor Debarment Certification Form

Excluded Parties Lists System (EPLS)

The purpose of EPLS is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.

The EPLS was established to ensure that agencies solicit offers from, award contracts, grants, or financial or non-financial assistance and benefits to, and consent to subcontracts with responsible contractors/vendors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in an affected program.

In July 2012, all records from CCR/FedReg, ORCA, and EPLS, active or expired, were moved to the System for Award Management (SAM). SAM is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS.

The County of Riverside requires that each contractor/vendor hold the required federal/state/local license for the service provided.

Please complete the following verification process for each contractor/vendor:

STEP 1: Visit <https://www.sam.gov/portal/public/SAM/>

STEP 2: Under "Search Records", enter the company name and press enter.

STEP 3: Click "Print" on the Search Results page.

STEP 4: Repeat steps 2 & 3 for variations of the name of contractor/vendor (individual last name or firm).

STEP 5: Attach print out of search results to this certification as supporting documentation.

STEP 6: Attach to this certification as supporting documentation a copy of contractor/vendor license for the service provided.

By signing below ARPA Recipient, Coachella Valley Rescue Mission, has verified the contractor/vendor known as, Universal General & Engineering, Inc., was not listed in the Excluded Parties Lists System and has the required contractor/vendor license as of 11/7/23.

DEVELOPER SIGNATURE



SAM.gov Maintenance Downtime [Show Details](#)
Nov 7, 2023

[See All Alerts](#)

Entity Validation Processing [Show Details](#)
Nov 7, 2023



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

[Core Data](#)



UNIVERSAL GENERAL & ENGINEERING, INC.

Entity Information

Active Registration

Unique Entity ID CAGE/NCAGE
SU48VFJYQK43 91B26

Expiration Date

Jan 17, 2024

Physical Address

**73-700 Dinah Shore DR
#307
Palm Desert, California
92211-816, United States**

Mailing Address

**73-700 Dinah Shore DR
#307
Palm Desert, California
92211-816, United States**

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As (blank)	URL (blank)
Division Name (blank)	Division Number (blank)
Congressional District California 36	State/Country of Incorporation California, United States

Registration Dates

Activation Date Jan 19, 2023	Initial Registration Date May 4, 2021
Submission Date Jan 17, 2023	

Owner	CAGE	Legal Business Name
-------	------	------------------------

Immediate Owner	(blank) (blank)
Highest Level Owner	(blank) (blank)

Entity Dates

Entity Start Date Dec 1, 2014	Fiscal Year End Close Date Dec 31
-------------------------------------	---

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
------------------	--------------------------------------

Socio-Economic Types

Minority-Owned Business, Self Certified Small
Disadvantaged Business, Hispanic American
Owned

11/7/23, 12:46 PM

SAM.gov

Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	(blank)

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
Yes

Debt Subject To Offset [?](#)
No

ACCOUNT DETAILS

EFT Indicator 0000
CAGE Code 91B26

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Montse Flores

<https://sam.gov/entities/view/SU48VFJYQK43/coreData?status=Active&emrKey=Value=13439268-1673983660132926>

3/5

Address**73-700 Dinah Shore DR****# 307****Palm Desert, California 92211****United States**

Government Business

Primary Point of Contact

Montse Flores**Address****73-700 Dinah Shore DR****# 307****Palm Desert, California 92211****United States**[Feedback](#)**Our Website**[About This Site](#)[Our Community](#)[Release Notes](#)[System Alerts](#)**Policies**[Privacy Policy](#)[Disclaimers](#)[Freedom of Information Act](#)**Our Partners**[Acquisition.gov](#)[USASpending.gov](#)[Grants.gov](#)[More Partners](#)**Customer Service**[Help](#)[Check Entity Status](#)[Federal Service Desk](#)

11/7/23, 12:46 PM

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[Accessibility](#)

[External Resources](#)

[Contact](#)



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SAM.gov

An official website of the U.S. General Services Administration

<https://sam.gov/entities/view/SU46VFJYQK43/coreData?status=Active&emrKeyValue=13439268~1673983660132926>

5/5

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501
Attn: Heidi Marshall

A.P.N.: [603-050-009] T.R.A. [007-069]

This Covenant Agreement (“Covenant”) is made and entered into as of the day of _____, 2023 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and COACHELLA VALLEY RESCUE MISSION, A CALIFORNIA NON-PROFIT CORPORATION (“OWNER”)

WHEREAS, OWNER has fee simple interest in that certain real property located at 47470 Van Buren St. Indio, CA 92201 in the County of Riverside, also identified as Assessor's Parcel Numbers 603-050-009 and 603-050-011, and more specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the "Property");

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1 Coachella Valley Rescue Mission, to aid families who suffer from abuse, domestic violence, or
2 trafficking. The proposed expansion will provide up to 6000 additional square feet adjacent to
3 the existing building and a minimum of sixty (60) additional shelter beds (collectively, the
4 “Project”);

5 WHEREAS, the beds at the Project will be reserved as ARPA-Assisted Units (“ARPA-
6 Assisted Units”) in which for homeless individuals or individuals at risk of homelessness whose
7 incomes do not exceed 30% of the area median income for the County of Riverside at the time of
8 initial occupancy (“ARPA-Assisted Units”). Capitalized terms not defined herein shall have the
9 meaning ascribed to them in the ARPA Grant Agreement;

10 WHEREAS, the County is providing funding under the American Rescue Plan Act of
11 2021 (Title VI of the Social Security Act Section 602 et seq.), herein after “ARPA,” for the
12 purposes of providing decent, safe, and sanitary permanent supportive housing to homeless and
13 chronically homeless households;

14 WHEREAS, pursuant to the ARPA Grant Agreement, COUNTY granted to OWNER One
15 Million Dollars (\$1,000,000.00) derived from SLFRF funds (“ARPA Grant”), to pay for a portion
16 of the rehabilitation and expansion expenses of the Project, as more fully described in the ARPA
17 Grant Agreement;

18 WHEREAS, COUNTY is providing funding under the American Rescue Plan Act of 2021
19 (Pub. L. 2117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), herein
20 after “ARPA,” for the purposes of providing decent, safe, and sanitary permanent supportive
21 housing to homeless and chronically homeless households;

22 WHEREAS, OWNER warrants that the use of funds complies with an Eligible Use of
23 ARPA; and

24 WHEREAS, pursuant to the ARPA Grant Agreement, OWNER has agreed to complete the
25 Project on the Property and ensure the ARPA-Assisted Units are occupied by Qualified Individuals
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1 consistent with the ARPA Rules (as defined in the ARPA Grant Agreement) and as set forth more
2 specifically below.

3 NOW, THEREFORE, in consideration of the mutual covenants and agreements, and for
4 other good and valuable consideration, the receipt and sufficiency of which are hereby
5 acknowledged, OWNER, on behalf of itself and its successors, assigns, and each successor in
6 interest to the Property or any part thereof, hereby declares as follows:

7 1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated
8 herein. This Covenant shall continue in full force and effect for the later of (i) fifteen (15) years
9 from the date of execution of the Covenant Agreement, or (ii) December 1, 2038 (“Term” or
10 “Affordability Period”). For the duration of the Term, the Property shall be held, sold, and
11 conveyed, subject to the following covenants, conditions, and restrictions:

12 i) All the beds at the Project shall be restricted as ARPA-Assisted Units provided
13 to homeless individuals or individuals at risk of homelessness whose incomes
14 do not exceed 30% of the area median income for the County of Riverside, at
15 the time of initial occupancy.

16 ii) OWNER shall comply with ARPA Rules, the ARPA Grant Agreement, and this
17 Covenant and any other instrument secured against the Property.

18 2) RESERVED.

19 3) COMPLIANCE WITH LAWS AND REGULATIONS. During the Term of this
20 Covenant, OWNER, for itself and on behalf of its successors and assigns, shall adhere to and
21 comply with all federal, state and local laws, regulations and ordinances., including, but not limited
22 to the following:

23 a) The Coronavirus State and Local Fiscal Recover Funds (“SLFRF” or
24 “ARPA Funds”).

25 b) Other Federal requirements and nondiscrimination. As set forth in the
26 ARPA Rules and the ARPA Grant Agreement.

1 4) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and its
2 successors, assigns, and each successor in interest to the Property and Project or any part thereof
3 hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all
4 applicable federal and state law and regulations and local ordinances. In addition, OWNER, its
5 successors and assigns, shall maintain the improvements on the Property in the same aesthetic and
6 sound condition (or better) as the condition of the Property at the time of execution of the Covenant
7 Agreement, reasonable wear and tear excepted. This standard for the quality of maintenance of
8 the Property shall be met whether or not a specific item of maintenance is listed below. However,
9 representative items of maintenance shall include frequent and regular inspection for graffiti or
10 damage or deterioration or failure, and immediate repainting or repair or replacement of all
11 surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal
12 of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and
13 washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy
14 and attractive condition, including trimming, fertilizing and replacing vegetation as necessary;
15 cleaning windows on a regular basis; painting the buildings on a regular program and prior to the
16 deterioration of the painted surfaces; conducting a roof inspection on a regular basis and
17 maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in
18 good working order. In the event OWNER, its successors or assigns fails to maintain the Property
19 in accordance with the standard for the quality of maintenance, the COUNTY or its designee shall
20 have the right but not the obligation to enter the Property upon reasonable notice to OWNER,
21 correct any violation, and hold OWNER, or such successors or assigns responsible for the cost
22 thereof, and such cost, until paid, shall constitute a lien on the Property.

23 5) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race, gender,
24 religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection,
25 hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting
26 opportunities. OWNER understands and agrees that violation of this clause shall be considered a
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1 material breach of this Lease and may result in termination, debarment or other sanctions. This
2 language shall be incorporated into all contracts between OWNER and any contractor, consultant,
3 subcontractor, subconsultants, vendors and suppliers. OWNER shall comply with the provisions
4 of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.),
5 the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all Administrative Rules and
6 Regulations issued pursuant to said Acts and Orders with respect to its use of the Property.

7 6) OWNER herein covenants by and for itself, its successors and assigns, and all persons
8 claiming under or through them, that this Covenant is made and accepted upon and subject to the
9 following conditions: There shall be no discrimination against or segregation of any person or
10 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the
11 Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and
12 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,
13 in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall
14 the transferee itself or any person claiming under or through him or her, establish or permit any
15 such practice or practices of discrimination or segregation with reference to the selection, location,
16 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

17 7) OWNER, its successors and assigns, shall refrain from restricting the rental, sale, or
18 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual
19 orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and
20 contract entered into with respect to the Property, or any portion thereof, after the date of this
21 Agreement shall contain or be subject to substantially the following nondiscrimination or
22 nonsegregation clauses:

23 a) In deeds: "The grantee herein covenants by and for himself or herself, his or her
24 heirs, executors, administrators, and assigns, and all persons claiming under or through them, that
25 there shall be no discrimination against or segregation of, any person or group of persons on
26 account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as
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1 those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of
2 subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease,
3 sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall
4 the grantee or any person claiming under or through him or her, establish or permit any practice or
5 practices of discrimination or segregation with reference to the selection, location, number, use or
6 occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed.
7 The foregoing covenants shall run with the land.”

8 b) In leases: “The lessee herein covenants by and for himself or herself, his or her
9 heirs, executors, administrators, and assigns, and all persons claiming under or through him or her,
10 and this lease is made and accepted upon and subject to the following conditions: That there shall
11 be no discrimination against or segregation of any person or group of persons, on account of any
12 basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are
13 defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of
14 Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing,
15 transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee
16 himself or herself, or any person claiming under or through him or her, establish or permit any
17 such practice or practices of discrimination or segregation with reference to the selection, location,
18 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises
19 herein leased.”

20 c) In contracts: “There shall be no discrimination against or segregation of any
21 person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955
22 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m)
23 and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government
24 Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor
25 shall the transferee itself or any person claiming under or through him or her, establish or permit
26 any such practice or practices of discrimination or segregation with reference to the selection,
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1 location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the
2 land.”

3 In addition to the obligations and duties of OWNER set forth herein, OWNER shall,
4 upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including
5 administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or
6 defending any discrimination claim brought by any third party and/or local, state or federal
7 government entity, arising out of or in connection with the Agreement or this Covenant.

8 8) INSURANCE. Without limiting or diminishing OWNER’s obligation to indemnify or
9 hold COUNTY harmless, OWNER shall procure and maintain or cause to be maintained, at its
10 sole cost and expense, the following insurance coverage’s during the term of this Covenant.

11 a) Worker’s Compensation Insurance. If OWNER has employees as defined by
12 the State of California, OWNER shall maintain statutory Workers' Compensation Insurance
13 (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers’
14 Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per
15 person per accident. The policy shall be endorsed to waive subrogation in favor of the County of
16 Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

17 b) Commercial General Liability Insurance. Commercial General Liability
18 insurance coverage, including but not limited to, premises liability, contractual liability, products
19 and completed operations liability, personal and advertising injury, and cross liability coverage,
20 covering claims which may arise from or out of OWNER’s performance of its obligations
21 hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts,
22 and Departments, their respective directors, officers, Board of Supervisors, employees, elected or
23 appointed officials, agents or representatives as Additional Insured. Policy’s limit of liability shall
24 not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
25 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times
26 the occurrence limit.

1 b.1 Sexual Abuse or Molestation (SAM) Liability: If the work will include
2 contact with minors, and the Commercial General Liability policy is not endorsed to include
3 affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and
4 maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000
5 per occurrence or claim

6 c) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
7 performance of the obligations under this Covenant, then OWNER shall maintain liability
8 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
9 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
10 limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
11 limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and
12 Departments, their respective directors, officers, Board of Supervisors, employees, elected or
13 appointed officials, agents or representatives as Additional Insured or provide similar evidence of
14 coverage approved by County's Risk Manager ("Risk Manager").

15 d) General Insurance Provisions – All Lines.

16 (1) Any insurance carrier providing insurance coverage hereunder shall be
17 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
18 unless such requirements are waived, in writing, by Risk Manager. If Risk Manager waives a
19 requirement for a particular insurer such waiver is only valid for that specific insurer and only for
20 one policy term.

21 (2) OWNER's insurance carrier(s) must declare its insurance self-insured
22 retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall
23 have the prior written consent of Risk Manager. Upon notification of self-insured retention
24 unacceptable to COUNTY, and at the election of Risk Manager, OWNER's carriers shall either:
25 (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment
26 of losses and related investigations, claims administration, and defense costs and expenses.

27 (3) OWNER shall cause OWNER's insurance carrier(s) to furnish the
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1 County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting
2 coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager,
3 provide copies of policies including all Endorsements and all attachments thereto, showing such
4 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
5 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
6 to the County of Riverside prior to any material modification, cancellation, expiration or reduction
7 in coverage of such insurance. OWNER shall not continue operations until COUNTY has been
8 furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of
9 policies of insurance including all endorsements and any and all other attachments as required
10 herein. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the
11 original endorsements for each policy and the Certificate of Insurance.

12 (4) It is understood and agreed to by the parties hereto that OWNER's
13 insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles
14 and/or self-insured retentions or self-insured programs shall not be construed as contributory.

15 (5) If, during the term of this Covenant or any extension thereof, there is a
16 material change in the scope of services or there is a material change in the equipment to be used
17 in the performance of the scope of work which will add additional exposures (such as the use of
18 aircraft, watercraft, cranes, etc.), then COUNTY reserves the right to adjust the types of insurance
19 required under this Covenant and the monetary limits of liability for the insurance coverage's
20 currently required herein, if; in Risk Manager's reasonable judgment, the amount or type of
21 insurance carried by OWNER has become inadequate.

22 (6) OWNER shall pass down the insurance obligations contained herein to
23 all tiers of subcontractors.

24 (7) OWNER agrees to notify COUNTY in writing of any claim by a third
25 party or any incident or event that may give rise to a claim arising from the performance of the
26 Agreement.

1 9) HOLD HARMLESS/INDEMNIFICATION. OWNER shall indemnify and hold
2 harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
3 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
4 agents and representatives (individually and collectively hereinafter referred to as Indemnitees)
5 from any liability whatsoever, based or asserted upon any services of OWNER, its officers,
6 employees, subcontractors, agents or representatives arising out of or in any way relating to this
7 Agreement, including but not limited to property damage, bodily injury, or death or any other
8 element of any kind or nature whatsoever arising from the performance of OWNER, its officers,
9 employees, subcontractors, agents or representatives Indemnitors from this Agreement. OWNER
10 shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost
11 of investigation, defense and settlements or awards, the Indemnitees in any claim or action based
12 upon such alleged acts or omissions. With respect to any action or claim subject to indemnification
13 herein by OWNER shall, at their sole cost, have the right to use counsel of their own choice and
14 shall have the right to adjust, settle, or compromise any such action or claim without the prior
15 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in
16 no manner whatsoever limits or circumscribes OWNER's indemnification to Indemnitees as set
17 forth herein. OWNER's obligation hereunder shall be satisfied when OWNER has provided to
18 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
19 or claim involved. The specified insurance limits required in this Agreement shall in no way limit
20 or circumscribe OWNER's obligations to indemnify and hold harmless the Indemnitees herein
21 from third party claims. In the event there is conflict between this clause and California Civil Code
22 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation
23 shall not relieve OWNER from indemnifying the Indemnitees to the fullest extent allowed by law.
24 The indemnification set forth in this **Section 9** shall survive the expiration and earlier termination
25 of this Covenant.

26 10) NOTICES. All Notices provided for in this Covenant shall be deemed received when
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personally delivered, or two (2) days following mailing by certified mail, return receipt requested. All mailing shall be addressed to the respective parties at their addresses set forth below, or at such other address as each party may designate in writing and give to the other party:

COUNTY

Director HWS
County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501

GRANTEE

Darla Burkett, Executive Director
Coachella Valley Rescue Mission
47470 Van Buren St.
Indio CA, 92201

11) REMEDIES. COUNTY shall have the right, in the event of any breach of any such agreement or covenant, to exercise all available rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

12) TERM. The non-discrimination covenants, conditions and restrictions contained in **Sections 5, 6 and 7** of this Covenant shall remain in effect in perpetuity. Every other covenant, condition and restriction contained in this Covenant shall continue in full force and effect for the Term, as defined in **Section 1** of this Covenant.

13) NOTICE AND OPPORTUNITY CURE. Prior to exercising any remedies hereunder, the COUNTY shall give OWNER notice of such default pursuant to **Section 10** above. Any monetary default shall be cured within ten (10) days of delivery of written notice. Except as otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within thirty (30) days of delivery of such notice of default, OWNER shall have such period to effect a cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not reasonably capable of being cured within thirty (30) days of delivery of such notice of default, and OWNER (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then OWNER shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the COUNTY;

1 but in no event no later than sixty (60) days from delivery of such notice of default, subject to force
2 majeure.

3 14) If a violation of any of the covenants or provisions of this Covenant remains uncured
4 after the respective time period set forth in **Section 13**, COUNTY and its successors and assigns,
5 without regard to whether COUNTY or its successors and assigns is an owner of any land or
6 interest therein to which these covenants relate, may institute and prosecute any proceedings at
7 law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel
8 specific performance by OWNER of its obligations hereunder. No delay in enforcing the
9 provisions hereof as to any breach or violation shall impair, damage or waive the right of any party
10 entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation
11 or repetition of such breach or violations or any similar breach or violation hereof at any later time.

12 15) Any cure tendered by Owner's limited partner shall be accepted or rejected on the same
13 basis as if tendered by OWNER.

14 16) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY.
15 OWNER hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the
16 Project, the Property or any portion thereof, without obtaining the prior written consent of
17 COUNTY, in its sole discretion. Any sale, assignment, or transfer of the Project or Property, shall
18 be memorialized an assignment and assumption agreement the form and substance of which have
19 been first approved in writing by the COUNTY in its sole discretion. Such assignment and
20 assumption agreement shall, among other things, provide that the transferee has assumed in writing
21 and in full, and is reasonably capable of performing and complying with OWNER's duties and
22 obligations under the ARPA Grant Agreement and this Covenant, provided, however OWNER
23 shall not be released of all obligations under the ARPA Grant Agreement and this Covenant.

24 17) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or modified
25 only by a written amendment signed by authorized representatives of both parties.

26 18) GOVERNING LAW; VENUE; SEVERABILITY. This Covenant shall be governed
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1 by the laws of the State of California. Any legal action related to the performance or interpretation
2 of this Covenant shall be filed only in the Superior Court of the State of California located in
3 Riverside, California, and the parties waive any provision of law providing for a change of venue
4 to another location. In the event any provision in this Covenant is held by a court of competent
5 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
6 continue in full force without being impaired or invalidated in any way.

7 19) BINDING EFFECT. The rights and obligations of this Covenant shall bind and inure
8 to the benefit of the respective heirs, successors and assigns of the parties.

9 20) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions,
10 restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or
11 in any way impair the lien or charge of any deed of trust or mortgage permitted by the ARPA Grant
12 Agreement or the lien or charge of a deed of trust made by OWNER for the benefit of any lender
13 first approved in writing by the COUNTY (each, a “Permitted Lender”) and nothing herein or in
14 the ARPA Grant Agreement shall prohibit or otherwise limit the exercise of a Permitted Lender’s
15 rights and remedies thereunder, including a foreclosure or deed-in-lieu of foreclosure and
16 subsequent transfer thereafter.

17 21) SEVERABILITY. In any event that any provision, whether constituting a separate
18 paragraph or whether contained in a paragraph with other provisions, is hereafter determined to be
19 void and unenforceable, it shall be deemed separated and deleted from the agreement and the
20 remaining provisions of this Agreement shall remain in full force and effect.

21 22) PROJECT MONITORING AND EVALUATION.

22 a) Reserved.

23 b) Inspections. During the Affordability Period, COUNTY must perform on-
24 site inspections of ARPA-Assisted Units to determine compliance with the property standards.
25 The on-site inspections shall occur within 12 months after execution of the Covenant Agreement
26 and at least once every 3 years thereafter during the Affordability Period. If there are observed
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1 deficiencies for any of the inspectable items in the property standards established by COUNTY,
2 a follow-up on-site inspection to verify that deficiencies are corrected must occur within 12
3 months. COUNTY may establish a list of non-hazardous deficiencies for which correction can be
4 verified by third party documentation (e.g., paid invoice for work order) rather than re-inspection.
5 Health and safety deficiencies must be corrected immediately. COUNTY must adopt a more
6 frequent inspection schedule for properties that have been found to have health and safety
7 deficiencies. The OWNER must annually certify to the COUNTY that each building and all
8 ARPA-Assisted Units in the project are suitable for occupancy, taking into account State and local
9 health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property
10 standards established by the participating jurisdiction. Inspections must be based on a statistically
11 valid sample of units appropriate for the size of the COUNTY ARPA-Assisted Project, as set
12 forth by HUD through notice.

13 23) ACCESS TO PROJECT SITE. Representatives of the COUNTY and the Federal or
14 State awarding agencies shall have the right of access to the Property, upon 24 hours' written
15 notice to OWNER (except in the case of an emergency, in which case COUNTY and/or the Federal
16 or State awarding agency shall provide such notice as may be practical under the circumstances),
17 without charges or fees, during normal business hours to review the operation of the Project in
18 accordance with this Covenant and the ARPA Grant Agreement.

19 24) COUNTERPARTS. This Covenant may be signed by the different parties hereto in
20 counterparts, each of which shall be an original, but all of which together shall constitute one and
21 the same agreement.

22 25) Recitals. The Recitals set forth above are true and correct and incorporated herein by
23 this reference.

24 26) This Covenant and the ARPA Grant Agreement set forth and contain the entire
25 understanding and agreement of the parties hereto. There are no oral or written representations,
26 understandings, or ancillary covenants, undertakings or agreements, which are not contained or
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1 expressly referred to within this Covenant, and the ARPA Grant Agreement, including all
2 amendments and modifications to the Agreement.

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IN WITNESS WHEREOF, COUNTY and OWNER have executed this Covenant as of the dates written below.

COUNTY:

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

GRANTEE:

Coachella Valley Rescue Mission, a California
nonprofit corporation

By: _____
Heidi Marshall, Director HWS

By: _____
Darla Burkett, Executive Director

Date: _____

Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, COUNTY COUNSEL

By: _____
Paula S. Salcido
Deputy County Counsel

(COUNTY and OWNER signatures need to be notarized)

< CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

Parcel 1 and 3 of Parcel Map 34740, as shown by Parcel Map on File in Book 231, Pages 55, 56 and 57 of Parcel Maps, Records of Riverside County, California.

GRANT AGREEMENT FOR THE USE OF
AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

This GRANT AGREEMENT FOR THE USE OF AMERICAN RESCUE PLAN ACT FUNDS (“Agreement”) by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”) and VALLEY RESTART SHELTER, a California nonprofit corporation (“GRANTEE”). The COUNTY and GRANTEE may be individually referred to herein as a “Party” and collectively as the “Parties”. This Agreement, for the use of U.S. Department of the Treasury (“U.S. Treasury”) Coronavirus State and Local Fiscal Recovery Funds (“SLRF”) under the American Rescue Plan Act of 2021 (Pub. L. 117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), hereinafter “ARPA” or the “Act”, is made and entered into as of the Effective Date (defined herein).

RECITALS

WHEREAS, on March 11, 2021, to address the negative economic impacts of the COVID-19 pandemic, President Joseph R. Biden signed into law the Act, and on January 6, 2022, the U.S. Treasury adopted a Final Rule implementing the “SLFRF”; and

WHEREAS, state, territorial, local and tribal governments must comply with the Final Rule by April 1, 2022 when the Final Rule takes effect; and

WHEREAS, the Act, the regulations promulgated in 31 CFR Part 35, and the Final Rule (collectively, the “ARPA Rules”) provide that SLFRF may be used to cover costs that are necessary expenditures incurred due to the public health emergency of the COVID-19 pandemic; and

WHEREAS, on October 19, 2021, via Minute Order 3.5, the Board of Supervisors of the County of Riverside approved allocating \$50,000,000 in ARPA funds to increase shelter capacity, permanent supportive housing units and affordable housing to help address homelessness; and

WHEREAS, on October 4, 2022 (Minute Order 3.44), the Board approved the second installment allocation of APRA funds to focus on projects and/or programs that serve as a

1 pathway to create affordable housing with necessary supporting infrastructure to assist low-
2 income communities disproportionately affected by the COVID-19 pandemic; and

3 WHEREAS, GRANTEE is proposing to utilize SLFRF funds to pay a portion of the costs
4 to expand the Valley Restart Shelter Pallet Village Project by adding six (6) additional pallet homes
5 located in the existing Senior Village that will increase the bed total by twelve (12) additional beds.
6 In addition, funding includes the installation of an additional laundry unit and improvements to
7 the existing restrooms located in the main shelter. The Project will be located at 200 East Menlo
8 Avenue, Hemet, CA 92543, more specifically known as Assessor's Parcel Numbers 439-100-031-
9 3 ("Property"), and as more specifically described in the legal description attached hereto and
10 incorporated herein as **Exhibit A**; and

11 WHEREAS, the purpose of this Agreement is for COUNTY to provide financial assistance
12 to GRANTEE in the maximum amount of Six Hundred, Sixteen Thousand, Six Hundred Dollars
13 (\$616,600) consisting of SLFRF funds, to fund the Valley Restart Shelter Pallet Village Project
14 Expansion and Building Renovation costs of the Property, as more fully described herein; and

15 WHEREAS, pursuant to 31 CFR Part 35.6, one of the Eligible Uses (as defined under
16 ARPA Rules) of the SLFRF funds is to respond to the public health emergency or its negative
17 economic impacts for the purpose of assisting low-income households and individuals
18 disproportionately impacted by the COVID-19 pandemic through the development, repair and
19 operation of affordable housing and services or programs to increase long-term housing security;

20 WHEREAS, the ARPA-assisted activities described herein comply with the Eligible Uses
21 under ARPA Rules in that they are necessary to assist populations experiencing food and housing
22 insecurity as a result of impacts due do to the COVID-19 public health emergency.

23 NOW, THEREFORE, based upon the foregoing Recitals and for good and valuable
24 consideration, the receipt and sufficiency of which is acknowledged by all Parties, the COUNTY
25 and GRANTEE hereby agree as follows:

26 1. PURPOSE. The aforementioned Recitals are true and correct and incorporated
27 herein by this reference. COUNTY has agreed provide a grant in the maximum total of Six
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1 Hundred, Sixteen Thousand, Six Hundred Dollars (\$616,600) in ARPA funds (“ARPA Grant”)
2 to GRANTEE upon the satisfaction of the terms and conditions set forth herein, including but
3 not limited to the conditions precedent to distribution of the ARPA Grant set forth in **Section 11**
4 below. Subject also to **Sections 48** below, GRANTEE shall undertake and complete the ARPA
5 activities required herein and as set forth in **Exhibits A, B and C**, and shall utilize the ARPA
6 Grant, as required herein and pursuant to the ARPA Rules. GRANTEE shall serve people that
7 are experiencing homelessness or are chronically homeless as defined in Title 24 CFR Part 578.3
8 (“Qualified Population(s)").

9 2. GRANTEE’S OBLIGATIONS. Upon the commencement of the Effective Date
10 (defined in **Section 55** below), GRANTEE hereby agrees to undertake and complete the
11 following activities within the time period(s) set forth herein and in **Exhibit B**:

- 12 a. Satisfy the conditions precedent to distribution of the ARPA Grant set forth in
13 **Section 11** below.
- 14 b. Fund the Project in accordance with the timeline set forth in **Exhibit B and C**.
- 15 c. Operate the Project in such a manner so that it will remain available to the
16 Qualified Population for the Affordability Period as defined in **Section 14**
17 below.
- 18 d. Maintain the Project in compliance with applicable local, state, federal laws,
19 codes and regulations, including but not limited to the ARPA rules, as further
20 described in **Section 17** below until the expiration of the Term of this
21 Agreement set forth in **Section 6** below, and the Affordability Period set forth
22 in **Section 14** below.
- 23 e. The SLFRF funds shall be used for only Eligible Uses under the ARPA Rules
24 and GRANTEE shall expend the SLFRF funds by December 31, 2026.
25 GRANTEE shall demonstrate to the COUNTY, in the COUNTY’s sole and
26 absolute discretion, that the SLFRF funds are deemed fully expended in
27 compliance with the ARPA Rules.
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3. RESERVED.

4. ARPA GRANT. Subject to GRANTEE’s satisfaction of the conditions precedent to disbursement of the ARPA Grant set forth in **Section 11** below, COUNTY shall distribute the ARPA Grant to GRANTEE.

5. PRIOR COUNTY APPROVAL.

a. Except as otherwise expressly provided in this Agreement, approvals required of the COUNTY shall be deemed granted by the written approval of the Director of Housing and Workforce Solutions (“HWS”), or designee. Notwithstanding the foregoing, the Director may, in their sole discretion, refer to the governing body of the COUNTY any item requiring COUNTY approval; otherwise, “COUNTY approval” means and refers to approval by the Director of HWS, or designee.

b. The Director of HWS, or designee, shall have the right to make changes to the attachments to this Agreement in order to ensure that all such attachments are consistent with the terms and provisions of this Agreement.

6. TERM OF AGREEMENT. This Agreement shall become effective upon the Effective Date, as defined in **Section 55** below, and unless terminated earlier pursuant to the terms hereof, shall continue in full force and effect until the later to occur of (i) December 1, 2038 or (ii) fifteen (15) years from the recordation of the Notice of Completion in the Official Records for the new building for which construction is completed for the Project (“Term of Agreement”).

7. GRANTEE’S REPRESENTATIONS. GRANTEE represents and warrants to COUNTY as follows:

a. Authority. GRANTEE has full right, power, and lawful authority to enter into this Agreement and accept the ARPA Grant and undertake all obligations as provided herein. The execution, performance, and delivery of this Agreement by GRANTEE have been fully authorized by all requisite actions on the part

of GRANTEE.

b. No Conflict. To the best of GRANTEE's knowledge, GRANTEE's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under contract, agreement or order to which GRANTEE is a party or by which it is bound.

c. No Bankruptcy. GRANTEE is not the subject of a bankruptcy proceeding.

d. Prior to Closing. GRANTEE shall, upon learning of any fact or condition which would cause any of the warranties and representations in this **Section 7** not to be true as of close of escrow, immediately give written notice of such fact or condition to COUNTY. Such exception(s) to a representation shall not be deemed a breach by GRANTEE hereunder but shall constitute an exception which COUNTY shall have the right to approve or disapprove if such exception would have an effect on the value and/or operation of the Project.

8. COMPLETION SCHEDULE. GRANTEE shall proceed consistent with the Schedule of Performance set forth in **Exhibit B**, as such schedule may be amended, in COUNTY's sole and absolute discretion, pursuant to **Section 10**, and subject to Force Majeure Delays as defined in **Section 9**.

9. NOTICE TO PROCEED. SUBRECIPIENT shall not execute a contract with the Contractor(s), prior to receiving written authorization from COUNTY to proceed ("Notice to Proceed").

10. CONTRACT WITH CONTRACTOR(S).

a. After receiving the Notice to Proceed, SUBRECIPIENT shall promptly enter into a contract with the Contractor(s).

b. SUBRECIPIENT shall ensure that the Contractor(s) are skilled in the professional calling necessary to perform the WORK and have the requisite experience and knowledge necessary to perform the WORK. SUBRECIPIENT shall ensure that the Contractor(s) perform the WORK in

1 conformance to and consistent with the standards generally recognized as
2 being employed by professionals in the same discipline in the State of
3 California. SUBRECIPIENT shall verify that Contractor(s) possesses current
4 and valid licenses and certifications in compliance with any local, State, and
5 Federal laws and regulations relative to the WORK to be performed and that
6 the WORK will be performed by properly trained and licensed staff.

7 c. SUBRECIPIENT shall require the WORK to be carried out in compliance with
8 all applicable laws, including, but not limited to, all State and Federal laws,
9 rules, and regulations that pertain to construction, including but not limited to
10 payment of prevailing wages, health and safety, labor, fair employment
11 practices, environmental protection, equal opportunity, fair housing, and all
12 other matters applicable and/or related to ARPA, the SUBRECIPIENT, the
13 SUBRECIPIENT's Contractor(s), including subcontractors, and the WORK.
14 In the event that there is a conflict between the various laws or regulations that
15 may apply, the SUBRECIPIENT shall ensure that the Contractor(s) complies
16 with the more restrictive law or regulation.

17 d. SUBRECIPIENT shall ensure that Contractor(s) will complete the WORK in
18 accordance with the expenditure deadlines set forth in this AGREEMENT.

19 11. PRE-CONSTRUCTION CONFERENCE. After entering into a contract with the
20 Contractor(s), SUBRECIPIENT shall coordinate a pre-construction conference between
21 COUNTY, SUBRECIPIENT and the Contractor(s) to review the finalized labor and materials
22 needed for the WORK. Any changes to the finalized WORK shall be in writing and mutually
23 agreed upon by COUNTY and SUBRECIPIENT.

24 12. FORCE MAJEURE DELAYS. "Force Majeure" means event(s) beyond the
25 reasonable control of GRANTEE, and which could not have been reasonably anticipated, which
26 prevent(s) GRANTEE from complying with any of its obligations under this Agreement,
27 including, but not limited to: acts of God, acts of war, acts or threats of terrorism, civil disorders,
28 strikes, labor disputes, flood, fire, explosion, earthquake or other similar acts.

“Force Majeure Delay” is delay due to Force Majeure that, in each case, (i) materially adversely affects the performance by GRANTEE of its obligations hereunder, (ii) is not reasonably foreseeable and is beyond GRANTEE's reasonable control, (iii) despite the exercise of reasonable diligence, cannot be prevented, avoided or removed by GRANTEE and is not attributable to the negligence, willful misconduct or bad faith of GRANTEE, and (iv) is not the result of the failure of GRANTEE to perform any of its obligations under this Agreement. Notwithstanding the foregoing, a Force Majeure Delay shall not be deemed to have occurred unless GRANTEE has notified COUNTY in writing of such occurrence within fifteen (15) days after such occurrence, and has provided COUNTY with the details of such event and the length of the anticipated delay within an additional fifteen (15) days thereafter. GRANTEE shall diligently attempt to remove, resolve, or otherwise eliminate such event, keep COUNTY advised with respect thereto, and shall commence performance of its obligations hereunder immediately upon such removal, resolution or elimination. During the occurrence and continuance of a Force Majeure Delay, GRANTEE shall be excused from performance of its obligations under this Agreement to the extent the Force Majeure prevents GRANTEE from performing such obligations.

13. EXTENSION OF TIME. Subject to **Section 2(e)** above, COUNTY may, in its sole and absolute discretion and subject to ARPA Rules, grant an extension to the Schedule of Performance set forth in **Exhibit B** for the purpose of completing GRANTEE's activities which cannot be completed as outlined in **Exhibit B**. GRANTEE shall request said extension in writing, stating the reasons therefore, which extension must be first approved in writing by the COUNTY in its sole and absolute discretion. The Director of HWS, or designee, may extend all pending deadlines in the Schedule of Performance on two (2) or fewer occasions, so long as the aggregate duration of such administrative time extensions is no greater than three hundred sixty five (365) days and complies with all ARPA Rules. Every term, condition, covenant, and requirement of this Agreement shall continue in full force and effect during the period of any such extension.

14. CONDITIONS PRECEDENT TO DISTRIBUTION OF ARPA GRANT FUNDS.

COUNTY, through its Department of HWS, shall disburse the ARPA Grant funds directly to GRANTEE, subject to the conditions precedent set forth below. COUNTY shall not disburse any ARPA Grant funds pursuant to this Agreement until the following conditions precedent have been satisfied:

- a. GRANTEE executes this Agreement and delivers to COUNTY;
- b. GRANTEE provides COUNTY with evidence of insurance as required herein;
- c. GRANTEE provides evidence it has obtain the necessary building permits to develop improvements to the property that are being proposed as outlined in **Exhibit B**;
- d. GRANTEE executes the Covenant Agreement, substantially conforming in form and substance to the Covenant Agreement attached hereto and incorporated herein as **Exhibit J**, and delivers to the County of Riverside;
- e. RESERVED;
- f. RESERVED;
- g. GRANTEE is not in default under the terms of this Agreement or any other agreement related to the financing of the Project;
- h. If Davis Bacon and/or prevailing wages are required to be paid, GRANTEE hires a qualified professional firm to review and monitor Davis Bacon and/or prevailing wage compliance for all submissions of contractors certified payrolls to COUNTY. In the event that the Project requires prevailing wages, GRANTEE shall comply with, and shall require its contractors and subcontractors performing work on the Project, to pay prevailing wages, use a skilled and trained workforce, and adhere to any applicable labor regulations and all State laws in connection with the construction of the Project, including but not limited to Article 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code, and Chapter 2.9 (commencing with Section

2600) of Part 1 of Division 2 of the Public Contract Code. GRANTEE agrees and acknowledges that it is the responsibility of GRANTEE to obtain a legal determination, at GRANTEE's sole cost and expense, as to whether prevailing wages must be paid during the construction of the Project. If the Project is subject to prevailing wages, then GRANTEE shall be solely responsible to pay its contractors and subcontractors the required prevailing wage rates. GRANTEE agrees to indemnify, defend, and hold COUNTY harmless from and against any and all liability arising out of and related to GRANTEE's failure to comply with any and all applicable Davis Bacon and/or prevailing wage requirements;

- i. GRANTEE agrees to verify that GRANTEE, and its principals, or any/all persons, contractors, consultants, businesses, etc. ("Developer Associates"), are conducting business with, are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation or from receiving federal contracts or federally approved subcontracts or from certain types of federal financial and nonfinancial assistance and benefits with the Excluded Parties Listing System ("EPLS"). EPLS records are located at www.sam.gov; and
- j. GRANTEE shall search and provide a single comprehensive list of Developer Associates (individuals and firms) and print and maintain evidence of the search results of each Developer Associate as verification of compliance with this requirement, as provided in **Exhibit I**, "Contractor Debarment Certification Form", which is attached hereto and incorporated herein by this reference.

GRANTEE agrees to submit the following documentation to COUNTY, 180 days from execution of this Agreement:

- 1) Service Plan;

1 2) Management Plan; and

2 3) Funding commitments and sources and uses for the proposed modifications to
3 the existing buildings for the proposed intended use.

4 15. REALLOCATION OF FUNDS. If GRANTEE fails to utilize the funds by
5 December 1, 2024, then GRANTEE shall be instructed to return any remaining ARPA Grant
6 funds back to the COUNTY after at least ten (10) days' prior written notice to GRANTEE, unless
7 written extension granted by County pursuant to section 13. Upon such reallocation and
8 repayment of funds, this Agreement shall be terminated and be of no further force and effect and
9 GRANTEE shall be released and discharged from any obligations hereunder, except as to those
10 obligations which by their terms survive termination of this Agreement.

11 16. DISTRIBUTION OF FUNDS. COUNTY'S Board of Supervisors shall determine
12 the final disbursement and distribution of all funds received by COUNTY under ARPA.
13 Disbursement of ARPA Grant shall occur upon the satisfaction of conditions set forth in **Section**
14 **11**. COUNTY shall pay GRANTEE in the form of funding draw requests with supporting
15 documents which specifically state how such funds will be expended. COUNTY shall promptly
16 review the funding draw request and supporting documentation, but in no event later than thirty
17 (30) days. COUNTY may require additional information from GRANTEE as may be necessary
18 and appropriate for COUNTY to make its determination as to allowable costs. COUNTY shall
19 deposit the sum specified in the funding draw requests into GRANTEE'S bank account upon
20 receipt of wire instructions.

21 17. TERMS OF AFFORDABILITY. The Valley Restart Shelter Pallet Village Homes
22 shall remain occupied and available to Qualified Populations, pursuant to **Section 18** below,
23 **Exhibit A**, and the Covenant Agreement attached hereto as **Exhibit I**, until the later of (i) fifteen
24 (15) years from the recordation of the Notice of Completion in the Official Records for the new
25 building for which construction is completed for the Project, or (ii) December 1, 2038
26 ("Affordability Period").

27 18. INSURANCE. Without limiting or diminishing GRANTEE'S obligation to
28 indemnify or hold COUNTY harmless, GRANTEE and its general contractor for the Project

1 (“General Contractor”), shall procure and maintain or cause to be maintained, at its sole cost and
2 expense, the following insurance coverages during the Term of this Agreement.

- 3 a. Builder’s All Risk (Course of Construction) Insurance. GRANTEE shall cause
4 General Contractor to provide a policy of Builder’s All Risk (Course of
5 Construction) insurance coverage including (if the work is located in an
6 earthquake or flood zone or if required on financed or bond financing
7 arrangements) coverage for earthquake and flood, covering the COUNTY,
8 GRANTEE and every subcontractor, of every tier, for the entire Project,
9 including property to be used in the construction of the work while such
10 property is at off-site storage locations or while in transit or temporary off-site
11 storage. Such policy shall include, but not be limited to, coverage for fire,
12 collapse, faulty workmanship, debris removal, expediting expense, fire
13 department service charges, valuable papers and records, trees, grass,
14 shrubbery and plants. If scaffolding, false work and temporary buildings are
15 insured separately by the GRANTEE or others, evidence of such separate
16 coverage shall be provided to County prior to the start of the work. Such policy
17 shall be written on an all risk basis and a completed value form. Such policy
18 shall cover the full insurable value. Such policy shall also provide coverage
19 for temporary structures (on-site offices, etc.), fixtures, machinery and
20 equipment being installed as part of the work. GRANTEE shall be responsible
21 for any and all deductibles under such policy. Upon request by COUNTY,
22 GRANTEE shall declare all terms, conditions, coverages and limits of such
23 policy. Such policy shall name the COUNTY as a loss payee as their interest
24 may appear. If the County so provides, in its sole discretion, the All Risk
25 (Course of Construction) insurance for the Project, then GRANTEE shall
26 assume the cost of any and all applicable policy deductibles (currently,
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1 \$50,000 per occurrence) and shall insure its own machinery, equipment, tools,
2 etc. from any loss of any nature whatsoever.

3 b. Workers' Compensation Insurance. If Grantee or General Contractor have
4 employees as defined by the State of California, the CONTRACTOR shall
5 maintain statutory Workers' Compensation Insurance (Coverage A) as
6 prescribed by the laws of the State of California. Policy shall include
7 Employers' Liability (Coverage B) including Occupational Disease with limits
8 not less than \$1,000,000 per person per accident. The policy shall be endorsed
9 to waive subrogation in favor of The County of Riverside. Policy shall name
10 the COUNTY as Additional Insureds.

11 c. Commercial General Liability Insurance. Grantee shall maintain Commercial
12 General Liability insurance coverage, including but not limited to, premises
13 liability, unmodified contractual liability, products and completed operations
14 liability, personal and advertising injury, and cross liability coverage, covering
15 claims which may arise from or out of CONTRACTOR'S performance of its
16 obligations hereunder. Policy shall name the COUNTY as Additional Insured.
17 Policy's limit of liability shall not be less than \$2,000,000 per occurrence
18 combined single limit. If such insurance contains a general aggregate limit, it
19 shall apply separately to this agreement or be no less than two (2) times the
20 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

21 d. Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
22 performance of the obligations under this Agreement, then CONTRACTOR
23 shall maintain liability insurance for all owned, non-owned or hired vehicles
24 so used in an amount not less than \$1,000,000 per occurrence combined single
25 limit. If such insurance contains a general aggregate limit, it shall apply
26 separately to this agreement or be no less than two (2) times the occurrence
27 limit. Policy shall name the COUNTY as Additional Insureds.
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1 e. General Insurance Provisions – All Lines.

2 (i) Any insurance carrier providing insurance coverage hereunder shall be
3 admitted to the State of California and have an A M BEST rating of not
4 less than A: VIII (A:8) unless such requirements are waived, in writing,
5 by COUNTY Risk Manager. If COUNTY's Risk Manager waives a
6 requirement for a particular insurer such waiver is only valid for that
7 specific insurer and only for one policy term.

8 (ii) GRANTEE, or Grantee on behalf of General Contractor, must declare
9 its insurance self-insured retentions. If such self-insured retentions
10 exceed \$500,000 per occurrence such retentions shall have the prior
11 written consent of COUNTY Risk Manager before the commencement
12 of operations under this Agreement. Upon notification of self-insured
13 retention unacceptable to COUNTY, and at the election of COUNTY's
14 Risk Manager, GRANTEE's or General Contractor's, as applicable,
15 carriers shall either: (a) reduce or eliminate such self-insured retention
16 as respects this Agreement with COUNTY, or (b) procure a bond which
17 guarantees payment of losses and related investigations, claims
18 administration, and defense costs and expenses.

19 (iii) GRANTEE shall cause GRANTEE's and General Contractor's
20 insurance carrier(s) to furnish the County of Riverside with copies of
21 the Certificate(s) of Insurance and Endorsements effecting coverage as
22 required herein, and 2) if requested to do so orally or in writing by
23 COUNTY Risk Manager, provide copies of policies including all
24 Endorsements and all attachments thereto, showing such insurance is
25 in full force and effect. Further, said Certificate(s) and policies of
26 insurance shall contain the covenant of the insurance carrier(s) that
27 thirty (30) days written notice shall be given to the County of Riverside
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1 prior to any material modification, cancellation, expiration or reduction
2 in coverage of such insurance. In the event of a material modification,
3 cancellation, expiration, or reduction in coverage, this Agreement shall
4 terminate forthwith, unless the County of Riverside receives, prior to
5 such effective date, another Certificate of Insurance and copies of
6 endorsements, including all endorsements and attachments thereto
7 evidencing coverages set forth herein and the insurance required herein
8 is in full force and effect. GRANTEE shall not commence operations
9 until COUNTY has been furnished Certificate(s) of Insurance and
10 copies of endorsements and if requested, copies of policies of insurance
11 including all endorsements and any and all other attachments as
12 required in this Section. An individual authorized by the insurance
13 carrier on its behalf shall sign the original endorsements for each policy
14 and the Certificate of Insurance.

15 (iv) It is understood and agreed to by the parties hereto that GRANTEE's
16 insurance shall be construed as primary insurance, and COUNTY's
17 insurance and/or deductibles and/or self-insured retentions or self-
18 insured programs shall not be construed as contributory.

19 (v) If, during the term of this Agreement or any extension thereof, there is
20 a material change in the scope of services; or, there is a material change
21 in the equipment to be used in the performance of the scope of work
22 which will add additional exposures (such as the use of aircraft,
23 watercraft, cranes, etc.); or, the term of this Agreement, including any
24 extensions thereof, exceeds five (5) years, COUNTY reserves the right
25 to adjust the types of insurance required under this Agreement and the
26 monetary limits of liability for the insurance coverages currently
27 required herein, if, in COUNTY Risk Manager's reasonable judgment,
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1 the amount or type of insurance carried by GRANTEE has become
2 inadequate.

3 (vi) GRANTEE shall pass down the insurance obligations contained herein
4 to all tiers of subcontractors working under this Agreement.

5 (vii) The insurance requirements contained in this Agreement may be
6 met with a program(s) of self-insurance acceptable to COUNTY.

7 (viii) GRANTEE agrees to notify COUNTY of any claim by a third party
8 or any incident or event that may give rise to a claim arising from the
9 performance of this Agreement.

10 19. FINANCIAL AND PROJECT RECORDS. GRANTEE shall maintain financial,
11 programmatic, statistical, and other supporting records of its operations and financial activities
12 sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended,
13 (42 U.S.C. 801(d)), in accordance with the requirements of the ARPA Rules, which records shall
14 be open to inspection and audit by authorized representatives of COUNTY, the California
15 Department of Finance, and the United States Department of the Treasury Office of Inspector
16 General, during regular working hours. COUNTY, state, and federal representatives have the
17 right of access, with at least forty-eight (48) hours prior notice, to any pertinent books, documents,
18 papers, or other records of GRANTEE, in order to make audits, examinations, excerpts, and
19 transcripts. Said records shall be retained for such time as may be required by the ARPA Rules,
20 but in no event no less than five (5) years after the Project completion date as evidenced by
21 recordation of the Notice of Completion, or after final payment is made, whichever is later, to
22 support reported expenditures and to participate in COUNTY, state, and federal audits; except
23 that records of individual income verifications, project rents, and project inspections must be
24 retained for the most recent five (5) year period, until five (5) years after the Affordability Period
25 terminates. If any litigation, claim, negotiation, audit, or other action has been started before the
26 expiration of the regular period specified, the records must be retained until completion of the
27 action and resolution of all issues which arise from it, or until the end of the regular period,
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1 whichever is later.

2 20. COMPLIANCE WITH LAWS AND REGULATIONS. By executing this
3 Agreement, GRANTEE hereby certifies that it will adhere to and comply with all federal, state
4 and local laws, regulations and ordinances. In particular, GRANTEE shall comply with the
5 ARPA Rules and the following as they may be applicable to GRANTEE in connection with the
6 ARPA Grant:

- 7 a. Compliance with Executive Order 11246 of September 24, 1965, entitled
8 "Equal Employment Opportunity", as amended by Executive Order 11375 of
9 October 13, 1967, and as supplemented in Department of Labor Regulations
10 (41 CFR Part 60).The GRANTEE will not discriminate against any employee
11 or applicant for employment because of race, color, religion, sex, or national
12 origin. GRANTEE shall ensure that all qualified applicants will receive
13 consideration for employment without regard to race, color, religion, sex or
14 national origin. The GRANTEE will take affirmative action to ensure that
15 applicants are employed and the employees are treated during employment,
16 without regard to their race color, religion, sex, or national origin. Such actions
17 shall include, but are not limited to, the following: employment, up-grading,
18 demotion, or transfer; recruitment or recruitment advertising; rates of pay or
19 other forms of compensation; and selection for training, including
20 apprenticeship. The GRANTEE agrees to post in a conspicuous place, available
21 to employees and applicants for employment, notices to be provided by the
22 County setting forth the provisions of this non-discrimination clause;
- 23 b. Executive Order 11063, as amended by Executive Order 12259, and
24 implementing regulations at 24 CFR Part 107;
- 25 c. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended,
26 and implementing regulations;
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- 1 d. The Age Discrimination Act of 1975 (Pub. L.94-135), as amended, and
2 implementing regulations;
- 3 e. The regulations, policies, guidelines and requirements of the Uniform
4 Administrative Requirements, Cost Principles, and Audit Requirements for
5 Federal Awards(2 CFR Part 200) as they relate to the acceptance and use of
6 federal funds under the federally-assigned program;
- 7 f. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing
8 regulations issued at 24 CFR Part 1;
- 9 g. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284) as amended;
- 10 h. *Rights to Data and Copyrights*: Contractors and consultants agree to comply
11 with all applicable provisions pertaining to the use of data and copyrights
12 pursuant to 48 CFR Part 27.404-3, Federal Acquisition Regulations (FAR).
- 13 i. *Air Pollution Prevention and Control* (formally known as the *Clean Air Act*)
14 (42 U.S.C. 7401 *et seq.*) and the *Federal Water Pollution Control Act* (33
15 U.S.C. Section 1251 *et seq.*), as amended: Contracts and subgrants of amounts
16 in excess of \$100,000 shall contain a provision that requires the recipient to
17 agree to comply with all applicable standards, orders or regulations issued
18 pursuant to the *Clean Air Act* (42 U.S.C. 7401 *et seq.*) and the *Federal Water*
19 *Pollution Control Act* as amended (33 U.S.C. Section 1251 *et seq.*). Violations
20 shall be reported to the Federal awarding agency and the Regional Office of the
21 Environmental Protection Agency (EPA).
- 22 j. *Anti-Lobbying Certification* (31 U.S.C. 1352): The language of the certification
23 set forth below shall be required in all contracts or subcontracts entered into in
24 connection with this grant activity and all GRANTEES shall certify and
25 disclose accordingly. This certification is a material representation of fact upon
26 which reliance was placed when this transaction was made or entered into.
27 Submission of this certification is a prerequisite for making or entering into this
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transaction imposed by. Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

“The undersigned certifies, to the best of his or her knowledge or belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.”

- k. *Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689)*: No contract award shall be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders (E.O.s) 12549 and 12689, “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase

1 threshold shall provide the required certification regarding its exclusion status
2 and that of its principal employees.

3 1. *Drug-Free Workplace Requirements:* The Anti-Drug Abuse Act of 1988 (Pub.
4 L. 100-690) requires grantees (including individuals) of federal agencies, as a
5 prior condition of being awarded a grant, to certify that they will provide drug-
6 free workplaces. Each potential recipient must certify that it will comply with
7 drug-free workplace requirements.

8 m. *Access to Records and Records Retention:* The GRANTEE or Contractor, and
9 any sub-consultants or sub-contractors, shall allow all duly authorized Federal,
10 State, and/or County officials or authorized representatives access to the work
11 area, as well as all books, documents, materials, papers, and records of the
12 GRANTEE or Contractor, and any sub-consultants or sub-contractors, that are
13 directly pertinent to a specific program for the purpose of making audits,
14 examinations, excerpts, and transcriptions. The GRANTEE or Contractor, and
15 any sub-consultants or sub-contractors, further agree to maintain and keep such
16 books, documents, materials, papers, and records, on a current basis, recording
17 all transactions pertaining to this Agreement in a form in accordance with
18 generally acceptable accounting principles. All such books and records shall
19 be retained for such periods of time as required by law, provided, however,
20 notwithstanding any shorter periods of retention, all books, records, and
21 supporting detail shall be retained for a period of at least five (5) years after the
22 expiration of the term of this Agreement, or final payment is made, whichever
23 is later.

24 n. *Federal Employee Benefit Clause:* No member of or delegate to the Congress
25 of the United States, and no Resident Commissioner shall be admitted to any
26 share or part of this Agreement or to any benefit to arise from the same.
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- 1 o. *Energy Efficiency*: Mandatory standards and policies relating to energy
2 efficiency which are contained in the State energy conservation plan issued in
3 compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163,
4 Dec. 22, 1975; 42 U.S.C. Section 6201, et. seq., 89 Stat.871).
- 5 p. *Procurement of Recovered Materials (2 CFR 200.322.)*: A non-Federal entity
6 that is a state agency or agency of a political subdivision of a state and its
7 contractors must comply with 42 U.S.C. Section 6002 of the Solid Waste
8 Disposal Act, as amended by the Resource Conservation and Recovery Act.
9 The requirements of Section 6002 include procuring only items designated in
10 guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247
11 that contain the highest percentage of recovered materials practicable,
12 consistent with maintaining a satisfactory level of competition, where the
13 purchase price of the item exceeds \$10,000 or the value of the quantity acquired
14 by the preceding fiscal year exceeded \$10,000; procuring solid waste
15 management services in a manner that maximizes energy and resource
16 recovery; and establishing an affirmative procurement program for
17 procurement of recovered materials identified in the EPA guidelines. The
18 requirements of 2 CFR 200.322, as amended effective November 12, 2020, are
19 hereby included in this Agreement as appropriate and to the extent consistent
20 with law.
- 21 q. *Contract Work Hours and Safety Standards Act (CWHSA) (30 U.S.C. 3701-*
22 *3708)*: GRANTEE shall comply with all applicable provisions of the CWHSA.
- 23 r. *Displacement, relocation, and acquisition*. The relocation requirements of
24 Title II and the acquisition requirements of Title III of the Uniform Relocation
25 Assistance and Real Property Acquisition Policies Act of 1970, and the
26 implementing regulations at 24 CFR Part 42. GRANTEE must ensure that it
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1 has taken all reasonable steps to minimize the displacement of persons as a
2 result of this Project.

- 3 s. *Lead-based paint.* The ARPA-Assisted Units are subject to the lead-based
4 paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint
5 Poisoning Prevention Act (42 U.S.C. 4821, et seq.). The lead-based paint
6 provisions of 24 CFR 982.401 (j), except 24 CFR 982.401 (j)(1)(i), also apply,
7 irrespective of the applicable property standard under §92.251.
- 8 t. *Labor.* GRANTEE shall comply with any applicable labor regulations and all
9 other State and Federal laws in connection with the construction of the
10 improvements which comprise the Project, including if applicable,
11 requirements relating to Davis Bacon. GRANTEE agrees and acknowledges
12 that it is the responsibility of GRANTEE to obtain a legal determination, at
13 GRANTEE'S sole cost and expenses as to whether Davis Bacon wages must
14 be paid for during the construction of the Project. GRANTEE agrees to
15 indemnify, defend, and hold COUNTY harmless from and against any and all
16 liability arising out of a related to GRANTEE'S failure to comply with any and
17 applicable prevailing wage requirements.
- 18 u. *Model Energy Code* published by the Council of American Building Officials.
- 19 v. *Consultant Activities.* No person providing consultant services in an employer-
20 employee type relationship shall receive more than a reasonable rate of
21 compensation for personal services paid with ARPA funds.
- 22 w. *Uniform Administrative Requirements* of 2 CFR Part 200 as now in effect and
23 as may be amended from time to time. Federal awards expended as a recipient
24 or a subrecipient, as defined therein, would be subject to single audit. The
25 payments received for goods or services provided as a vendor would not be
26 considered Federal awards.
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x. GRANTEE shall include written agreements that include all provisions of **Section 17** if GRANTEE provides ARPA funds to for-profit owners or developers, non-profit owners or developers, sub-recipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors.

y. *Immigration requirements of Federal Register*, Vol. 62, No. 221, Department of Justice Interim Guidance on Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (“PRWORA”). Final Attorney General’s Order issued pursuant to PRWORA is specified under Federal Register Vol. 66, No. 10, Department of Justice Final Specification of Community Programs Necessary for Protection of Life or Safety Under Welfare Reform Legislation.

z. **Build America, Buy America (BABA) Act:** The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

aa. **Violence Against Women Act (VAWA):** VAWA provides housing protections for survivors of domestic and dating violence, sexual assault and stalking (‘domestic violence’). VAWA 2022 reauthorizes, amends, and strengthens the VAWA of 1994, as amended (Pub. L. 103-322, tit. IV, sec. 40001-40703; 34 U.S.C. 12291 et seq.) HUD’s implementing regulations for VAWA’S protections, rights, and responsibilities are codified in 24 CFR part 5, subpart L, and related provisions in HUD’s program regulations (HUD’s VAWA regulations). VAWA 2022 amendments took effect on

October 1, 2022 and 2022 VAWA's reauthorization includes new implementation requirements. Grantees, subrecipients and developers shall ensure compliance with all requirements of VAWA including but not limited to: (a) Assure domestic violence survivors are not denied assistance as an applicant, or evicted, or have assistance terminated as a tenant because applicant or tenant is or has been a victim of domestic violence; (b) Implement an emergency transfer plan allowing domestic violence survivor to move to another safe and available unit; (c) Provide protections against denial, terminations, and evictions that directly result from being a victim of domestic violence; (d) Implement a low barrier certification process and allow self-certification of domestic violence. bb. GRANTEE shall comply with all applicable local, state and federal laws in addition to the above-mentioned laws.

21. PROJECT TARGETING REQUIREMENTS. GRANTEE shall make the Project available to people that are experiencing homelessness, at risk of homelessness, or experiencing housing insecurity ("Qualified Population"). If GRANTEE intends to use the Project for a use other than to provide shelter and services to the Qualified Populations, GRANTEE shall utilize the Property for another ARPA-Eligible Activity. GRANTEE shall provide COUNTY with sixty (60) days notice of conversion for another ARPA-Eligible Activity. The approval of the alternate ARPA-Eligible Activity shall not be unreasonably withheld by COUNTY and must comply with ARPA Rules. If the Project is not used to provide shelter and services to the Qualified Populations and GRANTEE does not intend to use the Property for another ARPA-Eligible Activity, then COUNTY and GRANTEE mutually agree that this Agreement will self-terminate and any ARPA grant funds drawn shall be returned within thirty (30) calendar days. Upon such termination, this Agreement shall become null and void. COUNTY and GRANTEE shall be released and discharged respectively from their obligations under this Agreement. All cost incurred by each party on the Project will be assumed respectively.

22. ENVIRONMENTAL CLEARANCES. GRANTEE shall be responsible for obtaining any and all approvals subsequent approvals permits, environmental clearances in

connection with the Project funded with SLFRF funds, in compliance with the California Environmental Quality Act, and including but not limited to, any and all applicable federal and state environmental laws and regulations.

23. RESERVED.

24. FEDERAL REQUIREMENTS. GRANTEE shall comply with the provisions of the ARPA Rules, and all applicable federal regulations and guidelines now or hereafter enacted pursuant to the Act in addition to the federal provisions set forth in **Section 17** and in this Agreement.

25. SALE, ASSIGNMENT OR OTHER TRANSFER OF THE PROJECT.

GRANTEE hereby covenants and agrees not to sell, assign, transfer or otherwise dispose of the Project or any portion thereof, without obtaining the prior written consent of the COUNTY, which consent shall be conditioned upon receipt by the COUNTY of reasonable evidence satisfactory to the COUNTY in its sole discretion, that transferee has assumed in writing and in full, and is reasonably capable of performing and complying with the GRANTEE's duties and obligations under this Agreement, provided, however Grantee shall not be released of all obligations hereunder which accrue from and after the date of such sale.

26. INDEPENDENT CONTRACTOR. GRANTEE and its agents, servants and employees shall act at all times in an independent capacity during the term of this Agreement, and shall not act as, shall not be, nor shall they in any manner be construed to be agents, officers, or employees of COUNTY.

27. NONDISCRIMINATION. Grantee shall not discriminate on the basis of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the SLFRF. In addition, GRANTEE shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting opportunities. GRANTEE understands and agrees that violation

1 of this clause shall be considered a material breach of this Agreement and may result in
2 termination, debarment or other sanctions. This language shall be incorporated into all contracts
3 between GRANTEE and any contractor, consultant, subcontractor, subconsultants, vendors and
4 suppliers. GRANTEE shall comply with the provisions of the California Fair Employment and
5 Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964
6 (P.L. 88-352), as amended, and all Administrative Rules and Regulations issued pursuant to said
7 Acts and Orders with respect to its use of the Property.

8 GRANTEE herein covenants by and for itself, its successors and assigns, and all persons
9 claiming under or through them, that this Covenant is made and accepted upon and subject to the
10 following conditions: There shall be no discrimination against or segregation of any person or
11 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the
12 Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and
13 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,
14 in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall
15 the transferee itself or any person claiming under or through him or her, establish or permit any
16 such practice or practices of discrimination or segregation with reference to the selection, location,
17 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

18 GRANTEE, its successors and assigns, shall refrain from restricting the rental, sale, or
19 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual
20 orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and
21 contract entered into with respect to the Project and the Property, or any portion thereof, after the
22 date of this Agreement shall contain or be subject to substantially the following nondiscrimination
23 or nonsegregation clauses:

- 24 a. In deeds: "The grantee herein covenants by and for himself or herself, his or her
25 heirs, executors, administrators, and assigns, and all persons claiming under or
26 through them, that there shall be no discrimination against or segregation of,
27 any person or group of persons on account of any basis listed in subdivision (a)
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1 or (d) of Section 12955 of the Government Code, as those bases are defined in
2 Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p)
3 of Section 12955, and Section 12955.2 of the Government Code, in the sale,
4 lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises
5 herein conveyed, nor shall the grantee or any person claiming under or through
6 him or her, establish or permit any practice or practices of discrimination or
7 segregation with reference to the selection, location, number, use or occupancy
8 of tenants, lessees, subtenants, sublessees, or vendees in the premises herein
9 conveyed. The foregoing covenants shall run with the land.”

10 b. In leases: “The lessee herein covenants by and for himself or herself, his or her
11 heirs, executors, administrators, and assigns, and all persons claiming under or
12 through him or her, and this lease is made and accepted upon and subject to the
13 following conditions: That there shall be no discrimination against or
14 segregation of any person or group of persons, on account of any basis listed in
15 subdivision (a) or (d) of Section 12955 of the Government Code, as those bases
16 are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of
17 subdivision (p) of Section 12955, and Section 12955.2 of the Government
18 Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or
19 enjoyment of the premises herein leased nor shall the lessee himself or herself,
20 or any person claiming under or through him or her, establish or permit any
21 such practice or practices of discrimination or segregation with reference to the
22 selection, location, number, use, or occupancy, of tenants, lessees, sublessees,
23 subtenants, or vendees in the premises herein leased.”

24 c. In contracts: “There shall be no discrimination against or segregation of any
25 person or group of persons, on account of any basis listed in subdivision (a) or
26 (d) of Section 12955 of the Government Code, as those bases are defined in
27 Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p)
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of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

In addition to the obligations and duties of GRANTEE set forth herein, GRANTEE shall, upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including administrative and attorneys’ fees, incurred by COUNTY in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with this Agreement or the Covenant Agreement attached hereto.

28. PROHIBITION AGAINST CONFLICTS OF INTEREST:

- a. GRANTEE and its assigns, employees, agents, consultants, officers and elected and appointed officials shall become familiar with and shall comply with the conflict of interest provisions of the COUNTY, attached hereto and incorporated herein by this reference as **Exhibit H**, those provisions contained in the ARPA Rules, and any applicable regulations promulgated by the Treasury Department related to conflict of interest, attached hereto as **Exhibit H**.
- b. Reserved.
- c. Prior to any funding under this Agreement, GRANTEE shall provide COUNTY with a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision-making process, exercise any functions or responsibilities, or gain inside information with respect to the ARPA activities funded under this Agreement. GRANTEE shall also promptly disclose to COUNTY any potential conflict, including even

the appearance of conflict that may arise with respect to the ARPA activities funded under this Agreement.

d. Any violation of this section shall be deemed a material breach of this Agreement, and the Agreement shall be immediately terminated by COUNTY.

29. RESERVED.

30. PROJECT MONITORING AND EVALUATION.

a. Inspections. During the Affordability Period, COUNTY will perform on-site inspections of the Project to determine compliance with the property standards and to verify the information submitted by the owners in accordance with requirements. The on-site inspections must occur within 12 months after Covenant Agreement and at least once every 3 years thereafter during the Affordability Period. If there are observed deficiencies for any of the inspectable items in the property standards established by COUNTY, a follow-up on-site inspection to verify that deficiencies are corrected must occur within 12 months. COUNTY may establish a list of non-hazardous deficiencies for which correction can be verified by third party documentation (e.g., paid invoice for work order) rather than re-inspection. Health and safety deficiencies must be corrected immediately. COUNTY must adopt a more frequent inspection schedule for properties that have been found to have health and safety deficiencies.

31. MONITORING FEE. GRANTEE shall not be required to pay an annual compliance monitoring fee to the COUNTY.

32. ACCESS TO PROJECT SITE. COUNTY, state and/or federal awarding agencies shall have the right to access the Project site and the Property at all reasonable times, and upon completion of the Project upon reasonable written notice to GRANTEE, to review the operation of the Project in accordance with this Agreement.

33. EVENTS OF DEFAULT. The occurrence of any of the following events shall

1 constitute an "Event of Default" under this Agreement:

- 2 a. Monetary Default. (1) GRANTEE's failure to pay when due any sums payable
3 under this Agreement or the Covenant Agreement; (2) GRANTEE's or any
4 agent of GRANTEE's use of SLFRF funds for costs other than those costs
5 permitted under this Agreement or for uses inconsistent with terms and
6 restrictions set forth in this Agreement and the ARPA Rules; (3) GRANTEE's
7 or any agent of GRANTEE's failure to make any other payment of any
8 assessment or tax due under this Agreement, and /or (4) default under the terms
9 of any senior loan documents or any other instrument or document secured
10 against the Property or the Project;
- 11 b. Non-Monetary Default. (1) Discrimination by GRANTEE or GRANTEE's
12 agent(s) on the basis of characteristics prohibited by this Agreement or
13 applicable law; (2) the imposition of any encumbrances or liens on the Project
14 without COUNTY's prior written approval that are prohibited under this
15 Agreement (3) GRANTEE's failure to obtain and maintain the insurance
16 coverage required under this Agreement;(4) any material default under this
17 Agreement, the Covenant Agreement, the ARPA Rules, or any document
18 executed by the County in connection with this Agreement, and /or (5) a default
19 under the terms of any senior loan documents or any other instrument or
20 document secured against the Property or the Project;
- 21 c. General Performance of Obligations. Any substantial or continuous or repeated
22 breach by GRANTEE or GRANTEE's agents of any material obligations of
23 GRANTEE under this Agreement;
- 24 d. General Performance of Other Obligations. Any substantial or continuous or
25 repeated breach by GRANTEE or GRANTEE's agents of any material
26 obligations of GRANTEE related to the Project imposed by any other
27 agreement with respect to the financing, development, or operation of the
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1 Project; whether or not COUNTY is a party to such agreement; but only
2 following any applicable notice and cure periods with respect to any such
3 obligation;

4 e. Representations and Warranties. A determination by COUNTY that any of
5 GRANTEE's representations or warranties made in this Agreement, any
6 statements made to COUNTY by GRANTEE, or any certificates, documents,
7 or schedules supplied to COUNTY by GRANTEE were false in any material
8 respect when made, or that GRANTEE concealed or failed to disclose a material
9 fact to COUNTY.

10 f. Damage to Project. In the event that the Project is materially damaged or
11 destroyed by fire or other casualty, and GRANTEE receives an award or
12 insurance proceeds sufficient for the repair or reconstruction of the Project, and
13 GRANTEE does not use such award or proceeds to repair or reconstruct the
14 Project.

15 g. Bankruptcy, Dissolution and Insolvency. GRANTEE's or general partner and
16 co-general partner of GRANTEE's (1) filing for bankruptcy, dissolution, or
17 reorganization, or failure to obtain a full dismissal of any such involuntary filing
18 brought by another party before the earlier of final relief or ninety (90) days
19 after such filing; (2) making a general assignment for the benefit of creditors;
20 (3) applying for the appointment of a receiver, trustee, custodian, or liquidator,
21 or failure to obtain a full dismissal of any such involuntary application brought
22 by another party before the earlier of final relief or ninety (90) days after such
23 filing; (4) insolvency; or (5) failure, inability or admission in writing of its
24 inability to pay its debts as they become due.

25 34. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. Formal notices,
26 demands and communications between the COUNTY and the GRANTEE shall be sufficiently
27 given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to
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the principal offices of the COUNTY and the GRANTEE, as designated in **Section 53**, below. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this **Section 31**. Any notice that is transmitted by electronic facsimile transmission followed by delivery of a “hard” copy, shall be deemed delivered upon its transmission; any notice that is personally delivered (including by means of professional messenger service, courier service such as United Parcel Service or Federal Express, or by U.S. Postal Service), shall be deemed received on the documented date of receipt by the recipient; and any notice that is sent by registered or certified mail, postage prepaid, return receipt required shall be deemed received on the date of delivery thereof.

- a. Subject to the Force Majeure Delay, as provided in **Section 9**, failure or delay by GRANTEE to perform any term or provision of this Agreement constitutes a default under this Agreement. GRANTEE must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.
- b. COUNTY shall give written notice of default to GRANTEE, specifying the default complained of by COUNTY. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failures or delays by COUNTY in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by COUNTY in asserting any of its rights and remedies shall not deprive COUNTY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- c. If a monetary event of default occurs, prior to exercising any remedies hereunder, COUNTY shall give GRANTEE written notice of such default.

GRANTEE shall have a period of ten (10) days after such notice is given within which to cure the default prior to exercise of remedies by COUNTY.

d. If a non-monetary event of default occurs, prior to exercising any remedies hereunder, COUNTY shall give GRANTEE written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, GRANTEE shall have such period to effect a cure prior to exercise of remedies by COUNTY. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and GRANTEE (i) initiates corrective action within said period, and (ii) diligently, continually, and in good faith works to effect a cure as soon as possible, then GRANTEE shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the injured party, but in no event no more than sixty (60) days from the date of the notice of default. In no event shall COUNTY be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within sixty (60) days after the first notice of default is given.

e. Any cure tendered by GRANTEE'S Affiliate shall be accepted or rejected on the same basis as if tendered by GRANTEE.

35. COUNTY REMEDIES. Upon the occurrence of an Event of Default, after notice and opportunity to cure, COUNTY's obligation to disburse SLFRF funds shall terminate, and COUNTY shall also have the rights and remedies permitted by this Agreement or applicable law, proceed with any or all of the following remedies in any order or combination COUNTY may choose in its sole discretion:

a. Terminate this Agreement, in which event the entire ARPA Grant amount as well as any other monies advanced to GRANTEE by COUNTY under this Agreement including administrative costs, shall immediately become due and payable to COUNTY at the option of COUNTY.

b. Bring an action in equitable relief (1) seeking the specific performance by GRANTEE of the terms and conditions of this Agreement, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief.

c. Enter the Project and take any remedial actions necessary in its judgment with respect to hazardous materials that COUNTY deems necessary to comply with hazardous materials laws or to render the Project suitable for occupancy, which costs shall be due and payable by GRANTEE to COUNTY.

c. Pursue any and all other remedies allowed at law or in equity.

36. RESERVED.

37. GRANTEE'S WARRANTIES. GRANTEE represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable GRANTEE to fully comply with the terms of this Agreement, and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute this Agreement, (4) that the persons executing and delivering this Agreement are authorized to execute and deliver such documents on behalf of GRANTEE and (5) that neither GRANTEE nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in connection with the transaction contemplated by this Agreement.

38. GRANTEE'S CERTIFICATION. GRANTEE certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and

the extension, continuation, review, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that GRANTEE shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

39. HOLD HARMLESS AND INDEMNIFICATION. GRANTEE shall indemnify and hold harmless the County of Riverside, its Agencies, Boards, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively the "Indemnified Parties") from any liability whatsoever, based or asserted upon any services of GRANTEE, its officers, employees, subcontractors, agents or representatives arising out of their performance under this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of GRANTEE, its officers, agents, employees, subcontractors, agents or representatives under this Agreement. GRANTEE shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors,

1 elected and appointed officials, employees, agents and representatives in any claim or action
2 based upon such alleged acts or omissions.

3 With respect to any action or claim subject to indemnification herein by GRANTEE,
4 GRANTEE shall, at their sole cost, have the right to use counsel of their own choice and shall have
5 the right to adjust, settle, or compromise any such action or claim without the prior consent of
6 COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner
7 whatsoever limits or circumscribes GRANTEE'S indemnification to COUNTY as set forth herein.

8 GRANTEE's obligation hereunder shall be satisfied when GRANTEE has provided to
9 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
10 or claim involved.

11 The specified insurance limits required in this Agreement shall in no way limit or
12 circumscribe GRANTEE's obligations to indemnify and hold harmless COUNTY herein from
13 third party claims.

14 In the event there is conflict between this clause and California Civil Code Section 2782,
15 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not
16 relieve GRANTEE from indemnifying COUNTY to the fullest extent allowed by law.

17 GRANTEE's obligations set forth in this **Section 36** shall survive the expiration or earlier
18 termination of this Agreement.

19 40. TERMINATION.

20 a. GRANTEE. GRANTEE may terminate this Agreement prior to disbursement
21 of any ARPA Grant funds by COUNTY in accordance with the applicable
22 ARPA Rules.

23 b. COUNTY. Notwithstanding the provisions of **Section 37(a)**, COUNTY may
24 suspend or terminate this Agreement upon written notice to GRANTEE of the
25 action being taken and the reason for such action in the event one of the
26 following events occur:

(i) In the event GRANTEE fails to perform the covenants herein contained at such times and in such manner as provided in this Agreement after the applicable notice and cure provision hereof; or

(ii) In the event there is a conflict with any federal, state or local law, ordinance, regulation or rule rendering any material provision, in the judgment of COUNTY of this Agreement invalid or untenable; or

(iii) In the event the ARPA funding identified in **Section 1** above is terminated or otherwise becomes unavailable.

c. This Agreement may be terminated or funding suspended in whole or in part for cause. Cause shall be based on the failure of GRANTEE to materially comply with either the terms or conditions of this Agreement after the expiration of all applicable notice and cure provisions hereof. Upon suspension of funding, GRANTEE agrees not to incur any costs related thereto, or connected with, any area of conflict from which COUNTY has determined that suspension of funds is necessary.

d. Upon expiration or earlier termination of this Agreement, GRANTEE shall transfer to COUNTY any unexpended ARPA funds in its possession at the time of expiration of the Agreement as well as any accounts receivable held by GRANTEE which are attributable to the use of ARPA funds awarded pursuant to this Agreement.

41. **AFFORDABILITY RESTRICTIONS.** COUNTY and GRANTEE, on behalf of its successors and assigns, hereby declare their express intent that the restrictions set forth in this Agreement shall continue in full force and effect for the duration of the Affordability Period (as defined in **Section 14** above). Each and every contract, deed or other instrument hereafter executed covering and conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such restrictions, regardless of whether such restrictions are set forth in such contract, deed or other instrument. GRANTEE shall execute

1 and record as a lien against the Property, a Covenant Agreement, substantially conforming in
2 form and substance to the Covenant Agreement attached hereto as **Exhibit J** and incorporated
3 herein by this reference, setting forth the use and income restriction required in this Agreement.

4 42. MECHANICS LIENS AND STOP NOTICES. If any claim of mechanics lien is
5 filed against the Project or a stop notice affecting the ARPA Grant is served on COUNTY,
6 GRANTEE must, within twenty (20) calendar days of such filing or notification of service, either
7 pay and fully discharge the lien or stop notice, obtain a release of the lien or stop notice by
8 delivering to COUNTY a surety bond in sufficient form and amount, or provide COUNTY with
9 other assurance reasonably satisfactory to COUNTY that the lien or stop notice will be paid or
10 discharged.

11 43. ENTIRE AGREEMENT. It is expressly agreed that this Agreement embodies the
12 entire agreement of the parties in relation to the subject matter hereof, and that no other agreement
13 or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at
14 the time of execution.

15 44. AUTHORITY TO EXECUTE. The persons executing this Agreement or exhibits
16 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they
17 have the authority to execute this Agreement and warrant and represent that they have the
18 authority to bind the respective parties to this Agreement to the performance of its obligations
19 hereunder.

20 45. WAIVER. Failure by a party to insist upon the strict performance of any of the
21 provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon
22 the default of the other party, shall not constitute a waiver of such party's rights to insist and
23 demand strict compliance by the other party with the terms of this Agreement thereafter.

24 46. INTERPRETATION AND GOVERNING LAW. This Agreement and any
25 dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the
26 State of California. This Agreement shall be construed as a whole according to its fair language
27 and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of
28

1 construction to the effect that ambiguities are to be resolved against the drafting party shall not
2 be employed in interpreting this Agreement, all parties having been represented by counsel in the
3 negotiation and preparation hereof.

4 47. JURISDICTION AND VENUE. Any action at law or in equity arising under this
5 Agreement or brought by a party hereto for the purpose of enforcing, construing or determining
6 the validity of any provision of this Agreement shall be filed in the Superior Court of Riverside
7 County, State of California, and the parties hereto waive all provisions of law providing for the
8 filing, removal or change of venue to any other court or jurisdiction.

9 48. SEVERABILITY. Each paragraph and provision of this Agreement is severable
10 from each other provision, and if any provision or part thereof is declared invalid, the remaining
11 provisions shall nevertheless remain in full force and effect.

12 49. MINISTERIAL ACTS. COUNTY's Director of HWS, or designee, is authorized
13 to take such ministerial actions as may be necessary or appropriate to implement the terms,
14 provisions, and conditions of this Agreement as it may be amended from time to time by both
15 parties.

16 50. MODIFICATION OF AGREEMENT. COUNTY or GRANTEE may consider it
17 in its best interest to change, modify or extend a term or condition of this Agreement, provided
18 such change, modification or extension is agreed to in writing by the other party. Any such
19 change, extension or modification, which is mutually agreed upon by COUNTY and GRANTEE
20 shall be incorporated in written amendments to this Agreement. Such amendments shall not
21 invalidate this Agreement, nor relieve or release COUNTY or GRANTEE from any obligations
22 under this Agreement, except for those parts thereby amended. No amendment to this Agreement
23 shall be effective and binding upon the parties, unless it expressly makes reference to this
24 Agreement, is in writing, is signed and acknowledged by duly authorized representatives of all
25 parties, and approved by the COUNTY.

1 51. CONDITIONAL COMMITMENT.

- 2 a. GRANTEE Completion. The Project must be completed no later than two (2)
3 years from the Effective Date of this Agreement (the “Completion Deadline”).
4 If GRANTEE is unable to meet the condition as required by this **Section 48**
5 including Extension, then COUNTY and GRANTEE mutually agree that this
6 Agreement will self-terminate. Upon such termination, this Agreement shall
7 become null and void. COUNTY and GRANTEE shall be released and
8 discharged respectively from their obligations under this Agreement, except for
9 those provisions which by their terms survive termination. All costs incurred by
10 each party on the Project will be assumed respectively.

11 52. RESERVED.

12 53. RESERVED.

13 54. EXHIBITS AND ATTACHMENTS. Each of the attachments and exhibits
14 attached hereto is incorporated herein by this reference.

15 55. MEDIA RELEASES. GRANTEE agrees to allow COUNTY to provide input
16 regarding all media releases regarding the Project. Any publicity generated by GRANTEE for the
17 Project must make reference to the contribution of COUNTY in making the Project possible.
18 COUNTY’s name shall be prominently displayed in all pieces of publicity generated by
19 GRANTEE, including flyers, press releases, posters, signs, brochures, and public service
20 announcements. GRANTEE agrees to cooperate with COUNTY in any COUNTY-generated
21 publicity or promotional activities with respect to the Project.

22 56. NOTICES. All notices, requests, demands and other communication required or
23 desired to be served by either party upon the other shall be addressed to the respective parties as
24 set forth below or the such other addresses as from time to time shall be designated by the
25 respective parties and shall be sufficient if sent by United States first class, certified mail, postage
26 prepaid, or express delivery service with a receipt showing the date of delivery.

COUNTY

Director HWS
County of Riverside
3403 10th Street, Suite 300
Riverside, CA 92501

GRANTEE

Executive Director
Valley Restart Shelter
200 E. Menlo Avenue
Hemet, CA 92543

57. COUNTERPARTS. This Agreement may be signed by the different parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

58. EFFECTIVE DATE. The effective date of this Agreement is the date the parties execute the Agreement ("Effective Date"). If the parties execute the Agreement on more than one date, then the last date the Agreement is executed by a party shall be the Effective Date.

59. FURTHER ASSURANCES. GRANTEE shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as the COUNTY may from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement.

60. NONLIABILITY OF COUNTY OFFICIALS AND EMPLOYEES. No member, official, employee or consultant of the COUNTY shall be personally liable to the GRANTEE, or any successor in interest, in the event of any default or breach by the COUNTY or for any amount which may become due to the GRANTEE or to its successor, or on any obligations under the terms of this Agreement.

61. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.

- a. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language

1 of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute
2 regarding the interpretation of this Agreement, this Agreement shall not be
3 interpreted or construed against the party preparing it, and instead other rules
4 of interpretation and construction shall be utilized.

5 b. If any term or provision of this Agreement, the deletion of which would not
6 adversely affect the receipt of any material benefit by any party hereunder, shall
7 be held by a court of competent jurisdiction to be invalid or unenforceable, the
8 remainder of this Agreement shall not be affected thereby and each other term
9 and provision of this Agreement shall be valid and enforceable to the fullest
10 extent permitted by law. It is the intention of the parties hereto that in lieu of
11 each clause or provision of this Agreement that is illegal, invalid, or
12 unenforceable, there be added as a part of this Agreement an enforceable clause
13 or provision as similar in terms to such illegal, invalid, or unenforceable clause
14 or provision as may be possible.

15 c. The captions of the articles, sections, and subsections herein are inserted solely
16 for convenience and under no circumstances are they or any of them to be
17 treated or construed as part of this instrument.

18 d. References in this instrument to this Agreement mean, refer to and include this
19 instrument as well as any riders, exhibits, addenda and attachments hereto
20 (which are hereby incorporated herein by this reference) or other documents
21 expressly incorporated by reference in this instrument. Any references to any
22 covenant, condition, obligation, and/or undertaking "herein," "hereunder," or
23 "pursuant hereto" (or language of like import) means, refer to, and include the
24 covenants, obligations, and undertakings existing pursuant to this instrument
25 and any riders, exhibits, addenda, and attachments or other documents affixed
26 to or expressly incorporated by reference in this instrument.

27 e. As used in this Agreement, and as the context may require, the singular includes
28

the plural and vice versa, and the masculine gender includes the feminine and vice versa.

62. TIME OF ESSENCE. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

63. BINDING EFFECT. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

64. NO THIRD-PARTY BENEFICIARIES. The Parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of COUNTY and GRANTEE, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

65. CONSTRUCTION SIGN. Grantee agrees to erect a construction sign acknowledging the County ARPA funding that the County is contributing to this project. Sign is to be approved by COUNTY prior to erecting.

66. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

- a. This Agreement shall be executed in three duplicate originals each of which is deemed to be an original. This Agreement, including all attachments hereto and exhibits appended to such attachments shall constitute the entire understanding and agreement of the parties.
- b. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the Property.
- c. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the COUNTY or the GRANTEE, and all amendments hereto must be in writing and signed by the appropriate authorities of the COUNTY and the GRANTEE. This Agreement and any provisions hereof may be amended by mutual written agreement by the GRANTEE and

the COUNTY.

(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, COUNTY and GRANTEE have executed this Agreement as of the dates written below.

COUNTY:

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

GRANTEE:

VALLEY RESTART SHELTER, a California
nonprofit corporation

By: _____
Heidi Marshall, Director HWS

By: _____
Javier H. Lopez, Executive Director
Valley Restart Shelter

Date: _____

Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, County Counsel

By: _____
Paula S. Salcido
Deputy County Counsel

EXHIBITS

EXHIBIT	“A”	SCOPE OF WORK
EXHIBIT	“B”	SCHEDULE OF PERFORMANCE
EXHIBIT	“C”	LINE ITEM BUDGET
EXHIBIT	“D”	FLOOR PLANS
EXHIBIT	“E”	ASSURANCE OF COMPLIANCE
EXHIBIT	“F”	SUBRECIPIENT PAYMENT REQUEST - 2076A
EXHIBIT	“G”	SUPPORTING DOCUMENTATION REQUIREMENT
EXHIBIT	“H”	PROHIBITION AGAINST CONFLICTS OF INTEREST
EXHIBIT	“I”	CONTRACTOR DEBARMENT CERTIFICATION FORM
EXHIBIT	“J”	COVENANT AGREEMENT

EXHIBIT “A”

SCOPE OF WORK

Grantee: Valley Restart Shelter
Address: 200 E. Menlo Avenue, Hemet, CA 92543
Project Title: Pallet Home Expansion
Location: Valley Restart Shelter, Senior Village; APN: 439-100-031-3

B.1 APPLICATION

- A. GRANTEE has submitted to the County of Riverside Continuum of Care (“CoC”) an application in response to ARPA 2nd Allocation – Emergency Shelter/Resilience Project Application for ARPA funds (“Application”) to provide critical assistance to individuals experiencing homelessness. COUNTY is entering into this Agreement based on, and in substantial reliance upon, GRANTEE’s facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by CoC.
- B. GRANTEE warrants that all information, facts, assertions, and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of GRANTEE’s knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect COUNTY’s approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then COUNTY may declare a breach hereof and take such action or pursue such remedies as are provided for a breach hereof. In the event that there is a conflict between the Application and this Agreement, this Agreement shall govern.

B.2 BACKGROUND

A. Project Description

Capital

GRANTEE is proposing to utilize \$616,660.00 in ARPA funds to pay the costs to expand the Valley Restart’s Pallet Village. The pallet home expansion will add six (6) additional pallet homes and will increase the bed total by twelve (12). In addition, funding includes the installation of an additional laundry unit and improvements to the existing restrooms located in the main shelter.

B. Planned Renovations

Building and APN	Existing	Proposed
Valley Restart Shelter 200 E. Menlo Avenue, Hemet, CA 92543 APN: 439-100-031-3	64sf per pallet shelter	64sf per pallet shelter 6 NEW ADDITONS (384sf) 6 units / 12 beds
	Main Shelter Bathroom	Bathroom Renovation
		Installation of additional Laundry Unit

C. Project Detail

Project Component Type:	Capital
Funding Costs for:	Pallet Homes
Population Focus:	Seniors
# of Units:	6
# of Beds:	12
Project Location	Valley Restart Shelter

B.3 Legal Description of Property

ADDRESS: 200 EAST MENLO AVENUE
ASSESSOR'S PARCEL NUMBER: 439-100-031-3

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

“THAT PORTION OF THE WEST ONE HALF OF FARM LOT 128 AND THE WEST ONE HALF OF FARM LOT 124 OF ESTUDILLO LAND AND WATER COMPANY’S ADDITION TO SAN JACINTO, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN PER MAP ON FILE IN BOOK 9, PAGE 410 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF STATE STREET DISTANT 237.00 FEET NORTH FROM THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF MENLO AVENUE, AS SHOWN ON SAID MAP;
THENCE NORTH ALONG THE CENTER LINE OF STATE STREET A DISTANCE OF 438.00 FEET;

THENCE NORTH 89° 56' 00" EAST, PARALLEL WITH THE CENTER LINE OF MENLO AVENUE, A DISTANCE OF 313.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89° 56' 00" EAST PARALLEL WITH SAID CENTER LINE OF MENLO AVENUE A DISTANCE OF 286.00 FEET, TO A POINT ON THE WESTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S RIGHT OF WAY;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE 675.00 FEET TO THE CENTER LINE OF MENLO AVENUE;

THENCE SOUTH 89° 56' 00" WEST, ALONG THE CENTER LINE OF MENLO AVENUE, A DISTANCE OF 418.00 FEET, TO A POINT 180.00 FEET EAST OF THE CENTER LINE OF STATE STREET;

THENCE NORTH PARALLEL WITH THE CENTER LINE OF STATE STREET A DISTANCE OF 237.00 FEET;

THENCE NORTH 89° 56' 00" EAST, PARALLEL WITH THE CENTER LINE OF MENLO AVENUE, A DISTANCE OF 133.00 FEET, TO A POINT THAT IS 285.00 FEET WEST OF SAID WESTERLY LINE OF ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY'S RIGHT OF WAY;

THENCE NORTH, A DISTANCE OF 438.00 FEET TO THE TRUE POINT OF BEGINNING."

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Any deviation from the timeline below during the construction phase must be reported to the COUNTY.

Activity	Completion Dates
PALLET VILLAGE HOMES EXPANSION AND BUILDING RENOVATION	
Pre-Construction – Contract signed, file for permits. SUBRECIPIENT shall obtain and pay for all necessary permits and licenses relative to the project and be prepared to present said documents to the COUNTY, upon request.	No later than <u>11/14/2023</u>
REHABILITATION	
Assemble pallet homes	No later than <u>03/31/2024</u>
Install pallet laundry unit	No later than <u>05/30/2024</u>
Rehabilitate existing bathroom in main shelter	No later than <u>06/30/2024</u>
Install concrete driveway	No later than <u>01/30/2024</u>
SITE IMPROVEMENTS	
Doors, windows and site furnishings	No later than <u>04/30/2024</u>
Delivery of any site furniture (beds, mattresses, kits, etc.)	No later than <u>03/31/2024</u>
MECHANICAL/PLUMBING	
Upgrade existing mechanical equipment	No later than <u>03/31/2024</u>
Upgrade existing plumbing equipment	No later than <u>03/31/2024</u>
ELECTRICAL	
Install electrical panels and all necessary light fixtures, electrical outlets and ceiling fans in rooms.	No later than <u>03/31/2024</u>
Install all smoke and carbon monoxide detectors where required	No later than <u>03/31/2024</u>
Install stackable washer/dryer	No later than <u>06/30/2024</u>
Submit actual final project cost and completion report	No later than <u>07/30/2024</u>
Submit supportive service plan	No later than <u>05/30/2024</u>
Receive occupancy	No later than <u>06/30/2024</u>

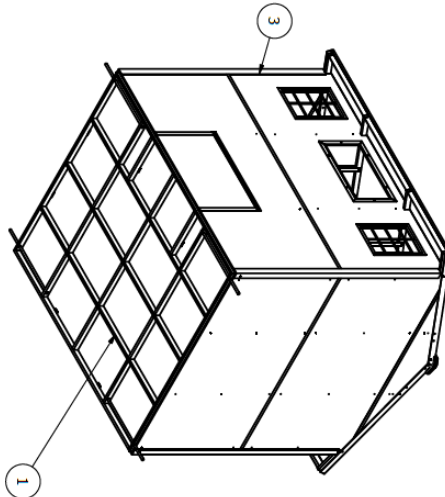
EXHIBIT “C”

LINE ITEM BUDGET

PALLET SHELTER BUDGET: SIX ADDITIONAL SHELTERS AND IMPROVEMENTS			
Costs for all construction activities listed in Exhibit “B” Scope of Work and Exhibit “C” Schedule of Performance, including architectural/engineering costs and infrastructure improvements.			
ACQUISITION COSTS			
Units	Price Each	Amount	Notes
Shelter, 64SF X 6 Units	\$9,100	\$54,690.00	Pallet homes at 10k
Final Assy Elec. Panel 5000 BTU	\$1,500	\$9,000.00	
AC Install Kit	\$600	\$3,600.00	
Bed Relief 27.5 X \$79.50	\$375	\$2,250.00	
Bunk Bed /w/Install Kit 64	\$600	\$3,600.00	
Pallet Laundry Unit		\$67,000.00	Plans MEP counter tops , cabinets and sinks and a permits processing
Electrical Sub Panel	\$22,000	\$22,000.00	New Upgrade Panel with electrical calculation included / underground
Stackable Washer/Dryer	\$1,985	\$23,820.00	Commercial Grade
Deployment & Assembly		\$8,500.00	
Shipping & Handling		\$13,000.00	
Sub Total		\$207,460.00	
Infrastructure			
City Permits		\$8,200.00	
Water Permits		\$75,000.00	EMWD Sewer Door Count Fee or Treatment Fee
Plans			Included in pallet laundry unit
Utility Tie-ins		\$20,000.00	
Existing Bathroom		\$110,000.00	Bring to code compliance (Time Sensitive)
Concrete Driveway		\$36,000.00	
Entry / Exit Gates		\$100,000.00	
Construction Project Management		\$60,000.00	
Total		\$409,200.00	
		\$207,460.00	CONSTRUCTION COSTS (Incl. Pallet Installation, Laundry Unit, Bathroom Renovation, Concrete Driveway, Electrical, Plumbing
TOTAL ARPA GRANT AMOUNT		\$616,660.00	

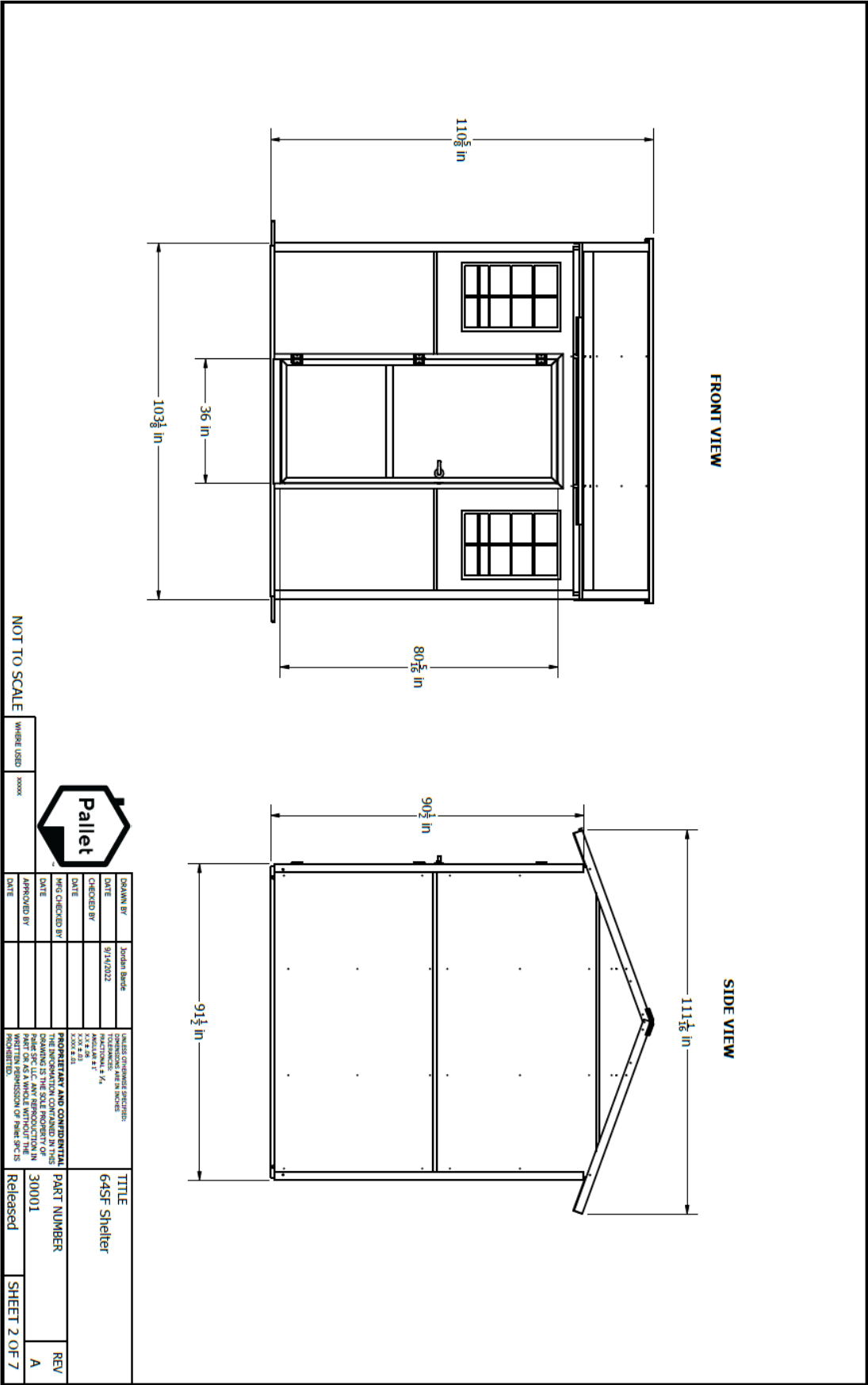
FLOOR PLAN

REVISION HISTORY	
REV	DATE
A	9/14/2022

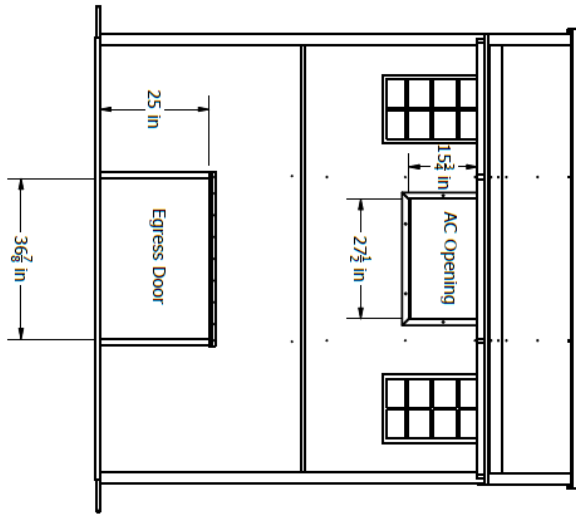


A
SHEET 1 OF 7

REV



BACK VIEW



NOT TO SCALE

WHERE USED

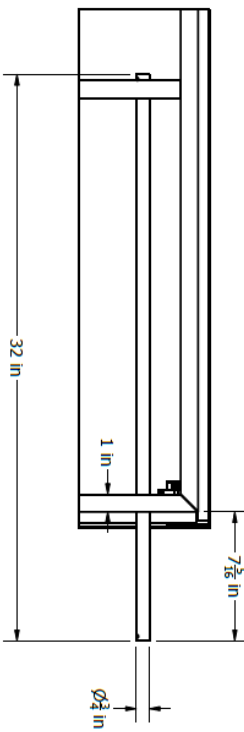
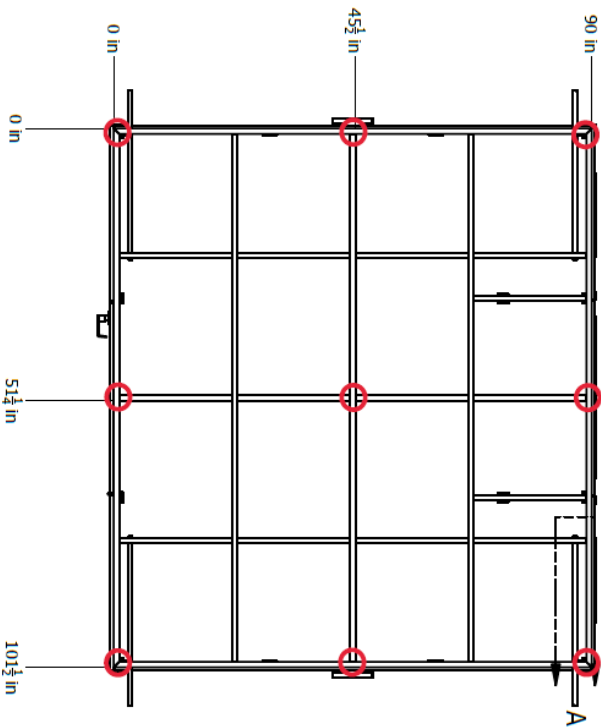
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DRAWN BY	Jordan Bards	UNLESS OTHERWISE SPECIFIED:	TITLE
DATE	9/14/2022	TOLERANCES, UNLESS SPECIFIED:	64SF Shelter
CHECKED BY		ANGULAR ± 1°	
DATE		LINEAR ± .01	
IN/62 CHECKED BY		LINEAR ± .01	
DATE		DATE	
APPROVED BY		DATE	
DATE		DATE	

PROPERTY AND CONFIDENTIALITY	PART NUMBER	REV
THIS DRAWING IS THE SOLE PROPERTY OF P&S INC. ANY REPRODUCTION IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF P&S INC. IS PROHIBITED.	30001	A
	Released	SHEET 3 OF 7

POINTS OF CONTACT LOCATIONS



DETAIL A

		DESIGNED BY Jordon Brade	TITLES OWNED/RENTED/RECEIVED 645F Shelter
DATE 9/14/2022	ISSUED FORWARDED/RECEIVED 9/14/2022	TO/FROM TOLSON, J. A.	PART NUMBER 30001
CHECKED BY 	PROJECTED 9/14/2022	TO/FROM TOLSON, J. A.	REV A
DATE 	PROJECTED 9/14/2022	TO/FROM TOLSON, J. A.	SHEET 4 OF 7
HING CHECKED BY 	PROJECTED 9/14/2022	TO/FROM TOLSON, J. A.	RELEASED 9/14/2022
DATE 	PROJECTED 9/14/2022	TO/FROM TOLSON, J. A.	RELEASED 9/14/2022
APPROVED BY 	PROJECTED 9/14/2022	TO/FROM TOLSON, J. A.	RELEASED 9/14/2022
DATE 	PROJECTED 9/14/2022	TO/FROM TOLSON, J. A.	RELEASED 9/14/2022

NOT TO SCALE

WHERE USED

XXXXXXXXXX

APPROVED BY	
DATE	

PART OR AS A WHOLE BY ANY MEANS, IN ANY FORM OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT WRITTEN PERMISSION FROM THE PUBLISHERS. REPRODUCTION IN ANY FORM OR BY ANY MEANS, WITHOUT WRITTEN PERMISSION, IS PROHIBITED.

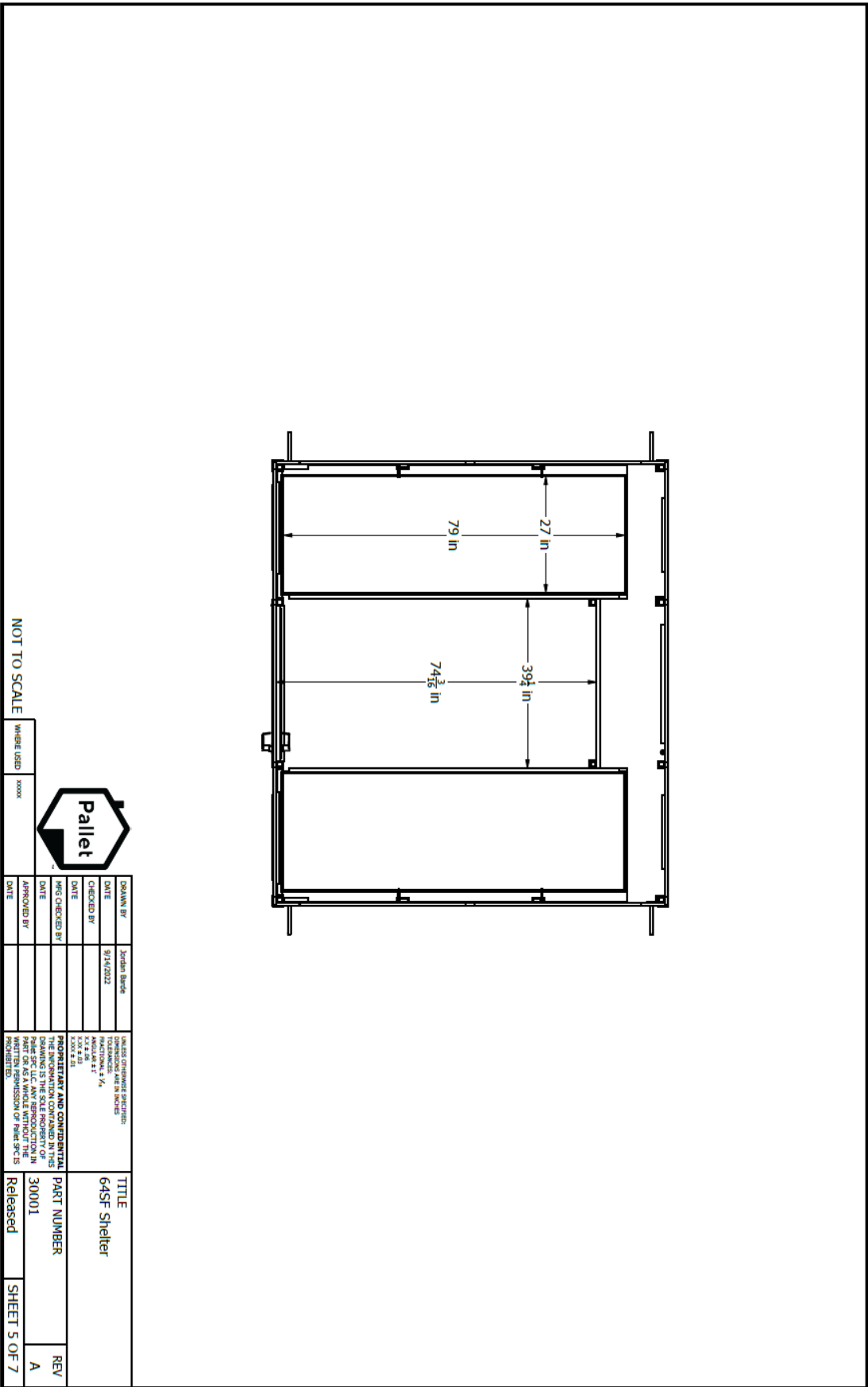
ROLE WITHOUT THE PRESENCE OF Pallet SPC

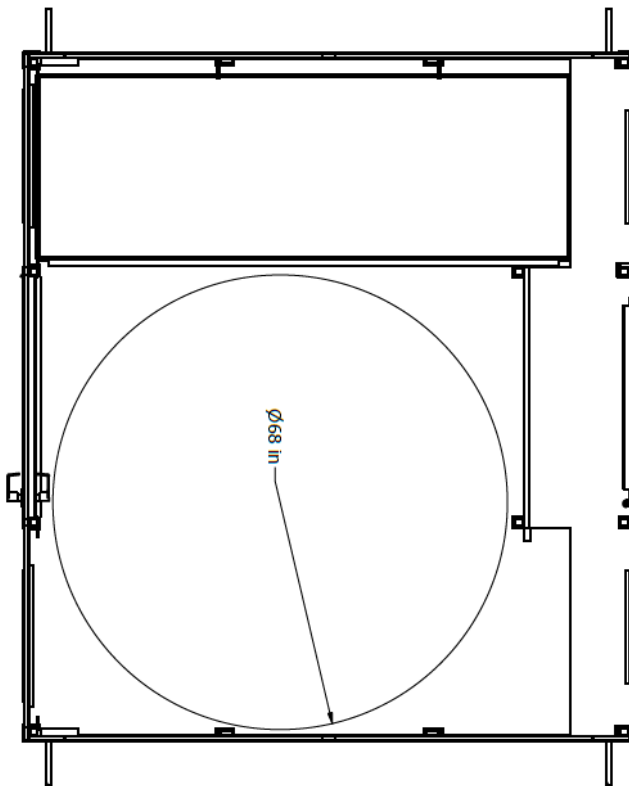
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SHEET 4

OF 7





	DRAWN BY	Jordan Burke	UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES FRACTIONS & 16"	TIME 645F Shelter
	DATE	9/14/2022		
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	DATE			
	APPROVED BY			
	DATE			
	PROPRIETARY AND CONFIDENTIAL NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS ELECTRONIC OR MECHANICAL INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM WITHOUT PERMISSION IN WRITING FROM THE U.S. ARMY CORP OF ENGRS			PART NUMBER 30001
				REV A
NOT TO SCALE	WHERE USED	XXXXXX		SHEET 6 OF 7




		TITLE	
		645F Shelter	
DRAWN BY		Jordan Brice	
DATE		9/14/2022	
CHECKED BY		PRACTICALITY, A.	
DATE		9.14.22	
WHF CHECKED BY		9.14.22	
DATE		9.14.22	
APPROVED BY		30001	
WHERE USED		Released	
		SHEET 7 OF 7	

EXHIBIT “E”

ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY HOUSING AND WORKFORCE SOLUTIONS NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

VALLEY RESTART SHELTER

ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this AGREEMENT.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE SUBRECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Homeless Coordinating and Financing Council in the Business, Consumer Services and Housing Agency (BCSH), will be prohibited.

BY ACCEPTING THIS ASSURANCE, the SUBRECIPIENT agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized COUNTY, BCSH and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, BCSH shall have the right to invoke fiscal sanctions or other legal remedies, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

200 E. Menlo Avenue
Hemet, CA 92543

Address of Vendor/Recipient
(08/13/01)

Grantee's Authorized Signature

By: Javier H. Lopez
Valley Restart Shelter

CR50-Vendor Assurance of Compliance

EXHIBIT "F"

GRANTEE PAYMENT REQUEST FORM 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From:
Remit to Name
Remit to Address
City State Zip Code

Contract Number

Total amount requested: \$ for the period of

Select Payment Type(s) Below:

☐ Advance Payment \$ (if allowed by Contract/Grant) ☐ Actual Payment \$ (reimbursement of actual program costs)

Expense Category List each line item as outlined in Contract budget	Current Expenditures
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

\$0.00

Any questions regarding this request should be directed to:
Name Phone Number

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct

Authorized Signature Title Date

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

Purchase Order # (10) Invoice #

Amount Authorized
If amount authorized is different from amount request, please
see attached claim recap for adjustments.

Program Date

Fiscal Date

EXHIBIT “G”

SUPPORTING DOCUMENTATION REQUIREMENTS

GENERAL GUIDELINES	
❖	Claims must be submitted in an organized format.
❖	All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖	Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖	Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖	All claims must be in accordance with the terms and conditions of your contract.
FISCAL YEAR-END (JUNE 30)	
❖	The County’s fiscal-year end is June 30 of each calendar year. The County’s ACO (Auditor-Controller’s Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by June 6. *If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).
❖	Claims received after June 6 will still be paid. However, payment will be delayed until after June 30.
❖	Claims at year-end must still follow the same general guidelines. *Estimates are not allowed unless specifically authorized by our fiscal team.
PERSONALLY IDENTIFIABLE INFORMATION (PII)	
❖	All PII of program participants must be redacted, including:
❖	Name, Date of birth, Social Security Number, Driver’s License Number
❖	Instead of the client’s name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim.	
Spreadsheets must be provided in Excel format.	
❖	SIGNED/DATED Payment Request Form (<u>current version</u> of Form 3106 or Form 2076A, depending on the grant)

❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and due date
❖ Proof of payment (cancelled check or check stub)
STAFF / PAYROLL – Required with each claim.
❖ Time and Activity Report – Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Include Pay Stub or Payroll Report
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment (cancelled check or check stub)
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense explanation of
▪ Proof of payment of the credit card statement (cancelled check or check stub)
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the specific grant/contract.
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted
▪ Proof of payment of the credit card statement (cancelled check or check stub)

EXHIBIT “H”

Prohibition Against Conflicts of Interest

Community Development Block Grant
Policy Manual, I.D. # A-11

TOPIC: CONFLICT OF INTEREST CODE

RIVERSIDE COUNTY

Housing & Workforce Solutions

DATE: MARCH 1999

This Conflict of Interest Code is written to comply with Federal Regulations 2 CFR Section 200.318(c) and 2 CFR Section 200.112. Grantee shall also comply with the conflict of interest provisions in the ARPA Rules.

- 1) No employee, officer, or agent of the grantee shall participate in the selection, in the award or in the administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- 2) Such a conflict will arise when:
 - i) The employee, officer or agent;
 - ii) Any member of the immediate family;
 - iii) His/Her partners; or
 - iv) An organization which employs, or is about to employ any of the above has a financial or other interest in the firm's selection for award.
- 3) The grantee's or sub-grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to sub-agreements except as noted in Section 4.
- 4) A grantee's or sub-grantee's officers, employees or agents will be presumed to have a financial interest in a business if their financial interest exceeds the following:
 - i) Any business entity in which the official has a direct or indirect investment worth one thousand dollars (\$1,000) or more.
 - ii) Any real property in which the official has a direct or indirect interest worth one thousand dollars (\$1,000) or more.
 - iii) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the official within 12 months prior to the time when the decision is made.
 - iv) Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.
 - v) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.
- 5) For purposes of **Section 4**, indirect investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of an official, or by a business

entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or more.

EXHIBIT “I”

Sample

Contractor Debarment Certification Form

Excluded Parties Lists System (EPLS)

The purpose of EPLS is to provide a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts and from certain types of federal financial and nonfinancial assistance and benefits.

The EPLS was established to ensure that agencies solicit offers from, award contracts, grants, or financial or non-financial assistance and benefits to, and consent to subcontracts with responsible contractors/vendors only and not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in an affected program.

In July 2012, all records from CCR/FedReg, ORCA, and EPLS, active or expired, were moved to the System for Award Management (SAM). SAM is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS.

The County of Riverside requires that each contractor/vendor hold the required federal/state/local license for the service provided.

Please complete the following verification process for each contractor/vendor:

STEP 1: Visit <https://www.sam.gov/portal/public/SAM/>

STEP 2: Under “Search Records”, enter the company name and press enter.

STEP 3: Click “Print” on the Search Results page.

STEP 4: Repeat steps 2 & 3 for variations of the name of contractor/vendor (individual last name or firm).

STEP 5: Attach print out of search results to this certification as supporting documentation.

STEP 6: Attach to this certification as supporting documentation a copy of contractor/vendor license for the service provided.

By signing below ARPA Recipient, developer name, has verified the contractor/vendor known as, name of contractor/vendor, was not listed in the Excluded Parties Lists System and has the required contractor/vendor license as of date of verification.

DEVELOPER SIGNATURE

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTION 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.R.A. [006-013]

This Covenant Agreement (“Covenant”) is made and entered into as of the day of _____, 2023 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“COUNTY”), and VALLEY RESTART SHELTER, A CALIFORNIA NON-PROFIT CORPORATION (“OWNER”).

WHEREAS, OWNER has a fee simple interest in that certain real property located at 200 East Menlo Avenue, Hemet, CA 92543 in the County of Riverside, also identified as Assessor's Parcel Number 439-100-031, and more specifically described in the legal description attached hereto as **Exhibit A** and incorporated herein by this reference (the "Property");

WHEREAS, on _____ COUNTY and OWNER entered into that certain Grant Agreement for the Use of ARPA Funds dated _____, 2023 (the “ARPA Grant Agreement” or “Agreement”) which provides for, among other things, expanding the existing

1 Valley Restart Shelter Pallet Village Homes, by adding six (6) additional pallet homes located in
2 the Senior Village that will increase the bed total by twelve (12) additional beds. In addition,
3 funding includes the installation of an additional laundry unit and improvements to the existing
4 restrooms located in the main shelter for seniors experiencing homelessness or at risk of
5 homelessness, or experiencing housing insecurity (collectively, the “Project”);

6 WHEREAS, the beds at the Project will be reserved as ARPA-Assisted Units (“ARPA-
7 Assisted Units”) in which for homeless individuals or individuals at risk of homelessness whose
8 incomes do not exceed 30% of the area median income for the County of Riverside at the time of
9 initial occupancy (“ARPA-Assisted Units”). Capitalized terms not defined herein shall have the
10 meaning ascribed to them in the ARPA Grant Agreement;

11 WHEREAS, the County is providing funding under the American Rescue Plan Act of
12 2021 (Title VI of the Social Security Act Section 602 et seq.), herein after “ARPA,” for the
13 purposes of providing decent, safe, and sanitary permanent supportive housing to homeless and
14 chronically homeless households;

15 WHEREAS, pursuant to the ARPA Grant Agreement, COUNTY granted to OWNER Six
16 Hundred, Sixteen Thousand, Six Hundred Sixty Dollars (\$616,660) derived from SLFRF funds
17 (“ARPA Grant”), to pay for the Project Expansion and Building Renovation expenses of the
18 Project, as more fully described in the ARPA Grant Agreement;

19 WHEREAS, COUNTY is providing funding under the American Rescue Plan Act of 2021
20 (Pub. L. 2117-2), amending Title VI of the Social Security Act (42 U.S.C. 801 et seq.), herein
21 after “ARPA,” for the purposes of providing decent, safe, and sanitary permanent supportive
22 housing to homeless and chronically homeless households;

23 WHEREAS, OWNER warrants that the use of funds complies with an Eligible Use of
24 ARPA; and

25 WHEREAS, pursuant to the ARPA Grant Agreement, OWNER has agreed to complete the
26 Project on the Property and ensure the ARPA-Assisted Units are occupied by Qualified Individuals
27
28

1 consistent with the ARPA Rules (as defined in the ARPA Grant Agreement) and as set forth more
2 specifically below.

3 NOW, THEREFORE, in consideration of the mutual covenants and agreements, and for
4 other good and valuable consideration, the receipt and sufficiency of which are hereby
5 acknowledged, OWNER, on behalf of itself and its successors, assigns, and each successor in
6 interest to the Property or any part thereof, hereby declares as follows:

7 1) RESTRICTIONS. The recitals set forth above are true and correct and incorporated
8 herein. This Covenant shall continue in full force and effect for the later of (i) fifteen (15) years
9 from the date of execution of the Covenant Agreement, or (ii) December 1, 2038 (“Term” or
10 “Affordability Period”). For the duration of the Term, the Property shall be held, sold, and
11 conveyed, subject to the following covenants, conditions, and restrictions:

12 i) All the beds at the Project shall be restricted as ARPA-Assisted Units provided
13 to homeless individuals or individuals at risk of homelessness whose incomes
14 do not exceed 30% of the area median income for the County of Riverside, at
15 the time of initial occupancy.

16 ii) OWNER shall comply with ARPA Rules, the ARPA Grant Agreement, and this
17 Covenant and any other instrument secured against the Property.

18 2) RESERVED.

19 3) COMPLIANCE WITH LAWS AND REGULATIONS. During the Term of this
20 Covenant, OWNER, for itself and on behalf of its successors and assigns, shall adhere to and
21 comply with all federal, state and local laws, regulations and ordinances., including, but not limited
22 to the following:

23 a) The Coronavirus State and Local Fiscal Recover Funds (“SLFRF” or
24 “ARPA Funds”).

25 b) Other Federal requirements and nondiscrimination. As set forth in the
26 ARPA Rules and the ARPA Grant Agreement.

27 4) MAINTENANCE OF THE IMPROVEMENTS. OWNER, on behalf of itself and its
28

1 successors, assigns, and each successor in interest to the Property and Project or any part thereof
2 hereby covenants to and shall protect, maintain, and preserve the Property in compliance with all
3 applicable federal and state law and regulations and local ordinances. In addition, OWNER, its
4 successors and assigns, shall maintain the improvements on the Property in the same aesthetic and
5 sound condition (or better) as the condition of the Property at the time of execution of the Covenant
6 Agreement, reasonable wear and tear excepted. This standard for the quality of maintenance of
7 the Property shall be met whether or not a specific item of maintenance is listed below. However,
8 representative items of maintenance shall include frequent and regular inspection for graffiti or
9 damage or deterioration or failure, and immediate repainting or repair or replacement of all
10 surfaces, fencing, walls, equipment, etc., as necessary; emptying of trash receptacles and removal
11 of litter; sweeping of public sidewalks adjacent to the Property, on-site walks and paved areas and
12 washing-down as necessary to maintain clean surfaces; maintenance of all landscaping in a healthy
13 and attractive condition, including trimming, fertilizing and replacing vegetation as necessary;
14 cleaning windows on a regular basis; painting the buildings on a regular program and prior to the
15 deterioration of the painted surfaces; conducting a roof inspection on a regular basis and
16 maintaining the roof in a leak-free and weather-tight condition; maintaining security devices in
17 good working order. In the event OWNER, its successors or assigns fails to maintain the Property
18 in accordance with the standard for the quality of maintenance, the COUNTY or its designee shall
19 have the right but not the obligation to enter the Property upon reasonable notice to OWNER,
20 correct any violation, and hold OWNER, or such successors or assigns responsible for the cost
21 thereof, and such cost, until paid, shall constitute a lien on the Property.

22 5) NONDISCRIMINATION. OWNER shall not discriminate on the basis of race, gender,
23 religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection,
24 hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting
25 opportunities. OWNER understands and agrees that violation of this clause shall be considered a
26 material breach of this Lease and may result in termination, debarment or other sanctions. This
27 language shall be incorporated into all contracts between OWNER and any contractor, consultant,
28

1 subcontractor, subconsultants, vendors and suppliers. OWNER shall comply with the provisions
2 of the California Fair Employment and Housing Act (Government Code Sections 12900 et seq.),
3 the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended, and all Administrative Rules and
4 Regulations issued pursuant to said Acts and Orders with respect to its use of the Property.

5 6) OWNER herein covenants by and for itself, its successors and assigns, and all persons
6 claiming under or through them, that this Covenant is made and accepted upon and subject to the
7 following conditions: There shall be no discrimination against or segregation of any person or
8 group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the
9 Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and
10 paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code,
11 in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall
12 the transferee itself or any person claiming under or through him or her, establish or permit any
13 such practice or practices of discrimination or segregation with reference to the selection, location,
14 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.

15 7) OWNER, its successors and assigns, shall refrain from restricting the rental, sale, or
16 lease of the Property or any portion thereof, on the basis of race, color, creed, religion, sex, sexual
17 orientation, marital status, national origin, or ancestry of any person. Every deed, lease, and
18 contract entered into with respect to the Property, or any portion thereof, after the date of this
19 Agreement shall contain or be subject to substantially the following nondiscrimination or
20 nonsegregation clauses:

21 a) In deeds: "The grantee herein covenants by and for himself or herself, his or her
22 heirs, executors, administrators, and assigns, and all persons claiming under or through them, that
23 there shall be no discrimination against or segregation of, any person or group of persons on
24 account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as
25 those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of
26 subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease,
27 sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall
28

1 the grantee or any person claiming under or through him or her, establish or permit any practice or
2 practices of discrimination or segregation with reference to the selection, location, number, use or
3 occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed.
4 The foregoing covenants shall run with the land.”

5 b) In leases: “The lessee herein covenants by and for himself or herself, his or her
6 heirs, executors, administrators, and assigns, and all persons claiming under or through him or her,
7 and this lease is made and accepted upon and subject to the following conditions: That there shall
8 be no discrimination against or segregation of any person or group of persons, on account of any
9 basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are
10 defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of
11 Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing,
12 transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee
13 himself or herself, or any person claiming under or through him or her, establish or permit any
14 such practice or practices of discrimination or segregation with reference to the selection, location,
15 number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises
16 herein leased.”

17 c) In contracts: “There shall be no discrimination against or segregation of any
18 person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955
19 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m)
20 and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government
21 Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor
22 shall the transferee itself or any person claiming under or through him or her, establish or permit
23 any such practice or practices of discrimination or segregation with reference to the selection,
24 location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the
25 land.”

26 In addition to the obligations and duties of OWNER set forth herein, OWNER shall,
27 upon notice from COUNTY, promptly pay to COUNTY all fees and costs, including

administrative and attorneys' fees, incurred by COUNTY in connection with responding to or defending any discrimination claim brought by any third party and/or local, state or federal government entity, arising out of or in connection with the Agreement or this Covenant.

8) INSURANCE. Without limiting or diminishing OWNER's obligation to indemnify or hold COUNTY harmless, OWNER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Covenant.

a) Worker's Compensation Insurance. If OWNER has employees as defined by the State of California, OWNER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

b) Commercial General Liability Insurance. Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of OWNER's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

b.1 Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

1 c) Vehicle Liability Insurance. If vehicles or mobile equipment are used in the
2 performance of the obligations under this Covenant, then OWNER shall maintain liability
3 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
4 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate
5 limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
6 limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and
7 Departments, their respective directors, officers, Board of Supervisors, employees, elected or
8 appointed officials, agents or representatives as Additional Insured or provide similar evidence of
9 coverage approved by County's Risk Manager ("Risk Manager").

10 d) General Insurance Provisions – All Lines.

11 (1) Any insurance carrier providing insurance coverage hereunder shall be
12 admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8)
13 unless such requirements are waived, in writing, by Risk Manager. If Risk Manager waives a
14 requirement for a particular insurer such waiver is only valid for that specific insurer and only for
15 one policy term.

16 (2) OWNER's insurance carrier(s) must declare its insurance self-insured
17 retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall
18 have the prior written consent of Risk Manager. Upon notification of self-insured retention
19 unacceptable to COUNTY, and at the election of Risk Manager, OWNER's carriers shall either:
20 (a) reduce or eliminate such self-insured retention, or (b) procure a bond which guarantees payment
21 of losses and related investigations, claims administration, and defense costs and expenses.

22 (3) OWNER shall cause OWNER's insurance carrier(s) to furnish the
23 County of Riverside with copies of the Certificate(s) of Insurance and Endorsements effecting
24 coverage as required herein, and 2) if requested to do so orally or in writing by Risk Manager,
25 provide copies of policies including all Endorsements and all attachments thereto, showing such
26 insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall
27 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given
28

1 to the County of Riverside prior to any material modification, cancellation, expiration or reduction
2 in coverage of such insurance. OWNER shall not continue operations until COUNTY has been
3 furnished Certificate(s) of Insurance and copies of endorsements and if requested, copies of
4 policies of insurance including all endorsements and any and all other attachments as required
5 herein. An individual authorized by the insurance carrier to do so, on its behalf, shall sign the
6 original endorsements for each policy and the Certificate of Insurance.

7 (4) It is understood and agreed to by the parties hereto that OWNER's
8 insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles
9 and/or self-insured retentions or self-insured programs shall not be construed as contributory.

10 (5) If, during the term of this Covenant or any extension thereof, there is a
11 material change in the scope of services or there is a material change in the equipment to be used
12 in the performance of the scope of work which will add additional exposures (such as the use of
13 aircraft, watercraft, cranes, etc.), then COUNTY reserves the right to adjust the types of insurance
14 required under this Covenant and the monetary limits of liability for the insurance coverage's
15 currently required herein, if; in Risk Manager's reasonable judgment, the amount or type of
16 insurance carried by OWNER has become inadequate.

17 (6) OWNER shall pass down the insurance obligations contained herein to
18 all tiers of subcontractors.

19 (7) OWNER agrees to notify COUNTY in writing of any claim by a third
20 party or any incident or event that may give rise to a claim arising from the performance of the
21 Agreement.

22 9) HOLD HARMLESS/INDEMNIFICATION. OWNER shall indemnify and hold
23 harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their
24 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
25 agents and representatives (individually and collectively hereinafter referred to as Indemnitees)
26 from any liability whatsoever, based or asserted upon any services of OWNER, its officers,
27 employees, subcontractors, agents or representatives arising out of or in any way relating to this
28

1 Agreement, including but not limited to property damage, bodily injury, or death or any other
2 element of any kind or nature whatsoever arising from the performance of OWNER, its officers,
3 employees, subcontractors, agents or representatives Indemnitors from this Agreement. OWNER
4 shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost
5 of investigation, defense and settlements or awards, the Indemnitees in any claim or action based
6 upon such alleged acts or omissions. With respect to any action or claim subject to indemnification
7 herein by OWNER shall, at their sole cost, have the right to use counsel of their own choice and
8 shall have the right to adjust, settle, or compromise any such action or claim without the prior
9 consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in
10 no manner whatsoever limits or circumscribes OWNER's indemnification to Indemnitees as set
11 forth herein. OWNER's obligation hereunder shall be satisfied when OWNER has provided to
12 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action
13 or claim involved. The specified insurance limits required in this Agreement shall in no way limit
14 or circumscribe OWNER's obligations to indemnify and hold harmless the Indemnitees herein
15 from third party claims. In the event there is conflict between this clause and California Civil Code
16 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation
17 shall not relieve OWNER from indemnifying the Indemnitees to the fullest extent allowed by law.
18 The indemnification set forth in this **Section 9** shall survive the expiration and earlier termination
19 of this Covenant.

20 10) NOTICES. All Notices provided for in this Covenant shall be deemed received when
21 personally delivered, or two (2) days following mailing by certified mail, return receipt requested.
22 All mailing shall be addressed to the respective parties at their addresses set forth below, or at such
23 other address as each party may designate in writing and give to the other party:

25 COUNTY
26 Director HWS
27 County of Riverside
3403 10th Street, Suite 300

GRANTEE
Executive Director
Valley Restart Shelter
200 East Menlo Avenue

11) REMEDIES. COUNTY shall have the right, in the event of any breach of any such agreement or covenant, to exercise all available rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant.

12) TERM. The non-discrimination covenants, conditions and restrictions contained in **Sections 5, 6 and 7** of this Covenant shall remain in effect in perpetuity. Every other covenant, condition and restriction contained in this Covenant shall continue in full force and effect for the Term, as defined in **Section 1** of this Covenant.

13) NOTICE AND OPPORTUNITY CURE. Prior to exercising any remedies hereunder, the COUNTY shall give OWNER notice of such default pursuant to **Section 10** above. Any monetary default shall be cured within ten (10) days of delivery of written notice. Except as otherwise set forth herein, if a non-monetary default is reasonably capable of being cured within thirty (30) days of delivery of such notice of default, OWNER shall have such period to effect a cure prior to exercise of remedies by COUNTY. If the non-monetary default is such that it is not reasonably capable of being cured within thirty (30) days of delivery of such notice of default, and OWNER (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then OWNER shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by the COUNTY; but in no event no later than sixty (60) days from delivery of such notice of default, subject to force majeure.

14) If a violation of any of the covenants or provisions of this Covenant remains uncured after the respective time period set forth in **Section 13**, COUNTY and its successors and assigns, without regard to whether COUNTY or its successors and assigns is an owner of any land or interest therein to which these covenants relate, may institute and prosecute any proceedings at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to compel

specific performance by OWNER of its obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

15) Any cure tendered by Owner's limited partner shall be accepted or rejected on the same basis as if tendered by OWNER.

16) SALE, ASSIGNMENT OR TRANSFER OF THE PROJECT OR PROPERTY.

OWNER hereby covenants and agrees not to sell, transfer, assign or otherwise dispose of the Project, the Property or any portion thereof, without obtaining the prior written consent of COUNTY, in its sole discretion. Any sale, assignment, or transfer of the Project or Property, shall be memorialized an assignment and assumption agreement the form and substance of which have been first approved in writing by the COUNTY in its sole discretion. Such assignment and assumption agreement shall, among other things, provide that the transferee has assumed in writing and in full, and is reasonably capable of performing and complying with OWNER's duties and obligations under the ARPA Grant Agreement and this Covenant, provided, however OWNER shall not be released of all obligations under the ARPA Grant Agreement and this Covenant.

17) AMENDMENTS OR MODIFICATIONS. This Covenant may be changed or modified only by a written amendment signed by authorized representatives of both parties.

18) GOVERNING LAW; VENUE; SEVERABILITY. This Covenant shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Covenant shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

19) BINDING EFFECT. The rights and obligations of this Covenant shall bind and inure to the benefit of the respective heirs, successors and assigns of the parties.

1 20) PERMITTED MORTGAGES. No violation or breach of the covenants, conditions,
2 restrictions, provisions or limitations contained in this Covenant shall defeat or render invalid or
3 in any way impair the lien or charge of any deed of trust or mortgage permitted by the ARPA Grant
4 Agreement or the lien or charge of a deed of trust made by OWNER for the benefit of any lender
5 first approved in writing by the COUNTY (each, a “Permitted Lender”) and nothing herein or in
6 the ARPA Grant Agreement shall prohibit or otherwise limit the exercise of a Permitted Lender’s
7 rights and remedies thereunder, including a foreclosure or deed-in-lieu of foreclosure and
8 subsequent transfer thereafter.

9 21) SEVERABILITY. In any event that any provision, whether constituting a separate
10 paragraph or whether contained in a paragraph with other provisions, is hereafter determined to be
11 void and unenforceable, it shall be deemed separated and deleted from the agreement and the
12 remaining provisions of this Agreement shall remain in full force and effect.

13 22) PROJECT MONITORING AND EVALUATION.

14 a) Reserved.

15 b) Inspections. During the Affordability Period, COUNTY must perform on-
16 site inspections of ARPA-Assisted Units to determine compliance with the property standards.
17 The on-site inspections shall occur within 12 months after execution of the Covenant Agreement
18 and at least once every 3 years thereafter during the Affordability Period. If there are observed
19 deficiencies for any of the inspectable items in the property standards established by COUNTY,
20 a follow-up on-site inspection to verify that deficiencies are corrected must occur within 12
21 months. COUNTY may establish a list of non-hazardous deficiencies for which correction can be
22 verified by third party documentation (e.g., paid invoice for work order) rather than re-inspection.
23 Health and safety deficiencies must be corrected immediately. COUNTY must adopt a more
24 frequent inspection schedule for properties that have been found to have health and safety
25 deficiencies. The OWNER must annually certify to the COUNTY that each building and all
26 ARPA-Assisted Units in the project are suitable for occupancy, taking into account State and local
27 health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property
28

standards established by the participating jurisdiction. Inspections must be based on a statistically valid sample of units appropriate for the size of the COUNTY ARPA-Assisted Project, as set forth by HUD through notice.

23) ACCESS TO PROJECT SITE. Representatives of the COUNTY and the Federal or State awarding agencies shall have the right of access to the Property, upon 24 hours' written notice to OWNER (except in the case of an emergency, in which case COUNTY and/or the Federal or State awarding agency shall provide such notice as may be practical under the circumstances), without charges or fees, during normal business hours to review the operation of the Project in accordance with this Covenant and the ARPA Grant Agreement.

24) COUNTERPARTS. This Covenant may be signed by the different parties hereto in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

25) Recitals. The Recitals set forth above are true and correct and incorporated herein by this reference.

26) This Covenant and the ARPA Grant Agreement set forth and contain the entire understanding and agreement of the parties hereto. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements, which are not contained or expressly referred to within this Covenant, and the ARPA Grant Agreement, including all amendments and modifications to the Agreement.

[Remainder of Page Intentionally Blank]

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, COUNTY and OWNER have executed this Covenant as of the dates written below.

COUNTY:

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

GRANTEE:

VALLEY RESTART SHELTER, a California
nonprofit corporation

By: _____
Heidi Marshall, Director HWS

By: _____
Javier H. Lopez, Executive Director

Date: _____

Date: _____

(Above signatures need to be notarized)

APPROVED AS TO FORM:

MINH C. TRAN, COUNTY COUNSEL

By: _____
Paaula S. Salcido
Deputy County Counsel

(COUNTY and OWNER signatures need to be notarized)

< CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT >

S-1

EXHIBIT “A”
LEGAL DESCRIPTION OF PROPERTY

ADDRESS: 200 EAST MENLO AVENUE
ASSESSOR'S PARCEL NUMBER: 439-100-031-3

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

“THAT PORTION OF THE WEST ONE HALF OF FARM LOT 128 AND THE WEST ONE HALF OF FARM LOT 124 OF ESTUDILLO LAND AND WATER COMPANY’S ADDITION TO SAN JACINTO, IN THE CITY OF HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN PER MAP ON FILE IN BOOK 9, PAGE 410 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF STATE STREET DISTANT 237.00 FEET NORTH FROM THE INTERSECTION OF SAID CENTER LINE WITH THE CENTER LINE OF MENLO AVENUE, AS SHOWN ON SAID MAP;

THENCE NORTH ALONG THE CENTER LINE OF STATE STREET A DISTANCE OF 438.00 FEET; THENCE NORTH 89° 56’ 00” EAST, PARALLEL WITH THE CENTER LINE OF MENLO AVENUE, A DISTANCE OF 313.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89° 56’ 00” EAST PARALLEL WITH SAID CENTER LINE OF MENLO AVENUE A DISTANCE OF 286.00 FEET, TO A POINT ON THE WESTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY’S RIGHT OF WAY;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE 675.00 FEET TO THE CENTER LINE OF MENLO AVENUE;

THENCE SOUTH 89° 56’ 00” WEST, ALONG THE CENTER LINE OF MENLO AVENUE, A DISTANCE OF 418.00 FEET, TO A POINT 180.00 FEET EAST OF THE CENTER LINE OF STATE STREET;

THENCE NORTH PARALLEL WITH THE CENTER LINE OF STATE STREET A DISTANCE OF 237.00 FEET;

THENCE NORTH 89° 56’ 00” EAST, PARALLEL WITH THE CENTER LINE OF MENLO AVENUE, A DISTANCE OF 133.00 FEET, TO A POINT THAT IS 285.00 FEET WEST OF SAID WESTERLY LINE OF ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY’S RIGHT OF WAY;

THENCE NORTH, A DISTANCE OF 438.00 FEET TO THE TRUE POINT OF BEGINNING.”